

8022

1780

the East Indies. - East India Company

R E P O R T

OF THE

COMMITTEE OF CORRESPONDENCE,

Confirmed by the Court of DIRECTORS,

TOGETHER WITH

The Proceedings of the Court in *November* and *December* last,

RELATIVE TO

Mr. B E N F I E L D.

R. F. P. O. T.

10

COMMITTEE OF CORRESPONDENTS

R. F. P. O. T.

10

COMMITTEE OF CORRESPONDENTS

Continued by the Court of Directors



The Proceedings of the Court of Directors

10

COMMITTEE OF CORRESPONDENTS

R. F. P. O. T.

Continued by the Court of Directors

COMMITTEE OF CORRESPONDENTS

R. F. P. O. T.

Continued by the Court of Directors

COMMITTEE OF CORRESPONDENTS

R. F. P. O. T.

R E P O R T
OF THE
COMMITTEE OF CORRESPONDENCE,

Confirmed by the Court of DIRECTORS, &c.

AT a Committee of Correspondence, held on Wednesday, the 26th
of July, 1780,

P R E S E N T,

CHAIRMAN,

Mr. MANSHIP,

DEPUTY,

Mr. BOOTH,

Mr. WOODHOUSE,

Mr. HARRISON,

Mr. SAVAGE,

Mr. CUMING.

In pursuance of a Resolution of Court of the 4th instant, that the business of Mr. Paul Benfield, which had been referred to a Committee of Correspondence, and afterwards laid before the Court, should be re-committed to the said Committee; your Committee having carefully examined the Company's Records relative to such parts of Mr. Benfield's conduct as were the occasion of his suspension from the service, and recal from Madras, proceed to state the same, with such observations as have occurred thereon, for the further information of the Court on that subject.

Your Committee find, That on the 6th day of June, 1777, the Court resolved unanimously,

That Mr. Benfield should be recalled from Fort St. George, that his conduct might be enquired into; and by the Court's Letter to Fort St.

B

George,

George, dated the 11th of June, 1777, it is stated, that the late diffentions in Council, which brought on all the troubles at Madras, took their rise from the claims of Mr. Benfield on the Tanjore country; that the nature of those claims had not been sufficiently explained; and by the said Letter Mr. Benfield was also suspended the service, and recalled from Fort St. George;—and it was directed that he should take his passage for Europe by the first opportunity.

And your Committee find, by a Letter from the Select Committee at Fort St. George, dated the 22d of October, 1778, That Mr. Benfield had then resigned the Company's service; that he was to proceed to England *per* the Valentine; in which ship he arrived in Ireland the 2d of September, 1779; and the following testimonial is inserted in the Letter of the Select Committee concerning him:

“ In justice to Mr. Benfield's conduct as Contractor for the Fortifications, we think it proper to mention, that all the Works executed by him, as far as we can judge ourselves, or learn from the report of others, are finished in a masterly and durable manner.”

And your Committee find, That, on the 20th of September, Mr. Benfield informed the Court, that he should be happy to communicate to them any matter within his knowledge respecting the concerns of the Company: And, on the 16th of November, 1779, addressed the Court as follows, viz.

“ HONOURABLE SIRS,

“ IN my Letter to your Secretary, of the 20th September last, I did myself the honour to advise you of my arrival, having taken the earliest opportunity to return to England, in obedience to your Orders, signified to the Presidency of Fort St. George, in your General Letter of the 11th June, 1777.

“ Conscious as I feel myself of having served the Honourable Company with unshaken fidelity, and to the best of my abilities, during

“ a re-

“ a residence of many years in India, and that too on occasions of particular importance, it is therefore natural for me to feel the warmest anxiety to clear up any circumstances the Court may have conceived to my prejudice, which I am convinced have originated wholly from misrepresentations, and from that partial information which must of necessity sometimes mislead the most upright intentions, in judging of the remote transactions of India.

“ I conceive it to be a duty I owe not only to my honour and character, but likewise to my Honourable Employers, to be anxious and urgent for a speedy and thorough investigation of those parts of my conduct, which, as they have been brought before you, have placed me in the disagreeable predicament of appearing to incur your censure. I shall farther hope for your indulgence, in giving directions for my being made acquainted with the circumstances of my conduct that could have occasioned those unfavourable impressions, of which I have not yet received any communication; or to be indulged with an inspection of those points that affect my conduct. From a knowledge of these, I have not a doubt of being able effectually to refute any allegations to my prejudice, and to place my conduct and character in such a point of view, as to merit the honour of your approbation. I am, with respect, Honourable Sirs,

London,

Your faithful humble servant,

16th Nov. 1779.

PAUL BENFIELD.”

And on the 15th of December, 1779, the following Address was also received from Mr. Benfield:

To the Honourable the Court of Directors of the East-India Company.

HONOURABLE SIRS,

IN the twenty-eighth paragraph of your General Letter to the Governor and Council of Fort St. George, dated the 11th June, 1777, you have been pleased to suspend me from your service, and to recal

me from your Settlement, in order more clearly to investigate the nature of claims made by me on the Tanjore country.

In obedience to your commands, I proceeded to England; and having, since my Address to your Honours of the 16th *ultimo*, perused with attention all those parts of the authentic Records published on the subject of the late transactions in India, that relate in any degree to my conduct, I now crave leave, with the utmost respect, to submit the following undisguised relation of facts to your consideration, in vindication of such parts of my conduct as seem implicated in the censure contained in your before-mentioned Orders.

When the credit and resources of the Nabob became nearly exhausted, by the expences of the second expedition against Tanjore; in addition to his former debts, his Highness, with the knowledge and approbation of the Governor, made application to me to assist him with my credit, in order to satisfy the claims of the Dutch, in consequence of several districts having been ceded to them, for a valuable consideration, by the Rajah of Tanjore. Those districts they at first appeared determined to defend against our army, then arrived on their frontiers to demand possession on the part of the Nabob; and they became the more tenacious, in proportion as the Nabob became anxious to get possession. In this very critical situation, when our troops stood opposed to theirs, expecting every moment to engage, and the Dutch (in hourly expectation of a considerable reinforcement of troops from Batavia) were using every mode of procrastination, and had absolutely rejected all the assignments and securities tendered by the Nabob, insisting on immediate payment; in these circumstances, my endeavours, exerted at the earnest request of the Nabob, were happily successful, by the interposition of my security for the payment of all their claims on account of those countries; and matters were, by those means, accommodated. Had I not assisted in this delicate conjuncture, one or
other

other of the following alternatives must unavoidably have been the consequence; either the Dutch would have been now in possession of those districts (the chief part of which has been since ceded to the Company), and by that means have acquired a territorial influence in the Carnatic, or hostilities must have taken place between the two Companies, big with the fatal seeds of national discord.

By long, and very extensive dealings as a merchant, I had gained credit at Fort St. George, confidence with the natives of India, and with the monied people in particular, to an extent never before experienced by any European in that country. This credit, and those resources, I was happy to exert on so urgent an occasion, and under the firmest persuasion that I was promoting the most essential interests of my Honourable Employers; nor was it possible for me to conceive, at that time, that what I deemed an important service to the Company, could ever become an object of their future censure.

My loans to the Nabob were extensive, but they were not of a clandestine nature, nor to answer private purposes; they were well known, during the whole course of them, to your Governor and Council, and to the whole Settlement. I paid into your Treasury, on the Nabob's account, nearly 20 lacks of pagodas, or 800,000l. sterling, besides satisfying claims of the Dutch to the amount of 250,000l. more: Nor can any circumstance more strongly mark the entire concurrence of your Governor and Council, than that my transactions were chiefly with themselves, on the part of the Company. Surely, then, it was natural for me to expect, that the necessity of the occasion, the service performed, and the unanimous sanction of your Representatives, would have insured me your Honours' approbation of this part of my conduct.

Had your Governor and Council thought my loans improper, or inconsistent with my duty to the Company, it became them to have signified their disapprobation at the time. But, on the contrary, in a very early stage of my transactions with the Nabob, your Governor entered the following Minute on Consultation, which, I humbly conceive, implies not only a full approval of my conduct in this respect, but a degree of merit also, proportioned to the importance of the occasion; and this certainly operated with me, to exert myself to the utmost extent of my power in procuring that money for his Highness, which enabled him to make good his payments to the Company's treasury. The Governor's Minute is in the following words; *viz.*

[“ As it appears by the foregoing Treaty, that Mr. Paul Benfield,
 “ jointly with a Soucar, has engaged to discharge the money which
 “ the Nabob has engaged to pay to the Dutch; the President thinks
 “ it necessary to acquaint the Board, that the Nabob informed him,
 “ during the course of the Negotiation, he had requested the assistance
 “ of Mr. Benfield, in raising the money, to comply with the demands
 “ of the Dutch; and the President has reason to believe, that, unless
 “ Mr. Benfield had exerted himself in this business, it would not have
 “ been in the Nabob's power to have accommodated matters so soon with
 “ the Dutch.”

This Minute stands uncontroverted on your Records; nor was the transaction censured by your Honours, when it came under your cognisance, at the time when your Governor and Council fell under your displeasure. These combined circumstances have always appeared to me, as the most unquestionable sanction to my proceedings on the occasion.

When Lord Pigot arrived at Madras, and the Orders of the Company, for the restoration of the Rajah, were known, I waited on his
 Lordship,

Lordship, previous to his setting out for Tanjore, and informed him of the nature and extent of my claims on that country. Had his Lordship, during this conversation, given me any reason to apprehend the difficulties which I afterwards experienced, I should certainly have laid them before the Board, previous to his departure. His Lordship's declaration to me was, "That he could have no wish, nor desire, to deliver over the property of his fellow-subject to a Gentoo or Pagan; and that, if I sent a person with him, to represent on the spot what was my property, it would be sufficient." With this assurance from his Lordship, I thought myself perfectly secure of his good offices; but when I waited on his Lordship at Tanjore, I found him, in my case, by no means disposed to protect the property of his fellow-subject, or to do me that justice which he had made me confidently expect, when at Madras: on the contrary, the seizure of my grain, and the expulsion of my servants, took place. A stop was put to the recovery of my extensive property in that country; my affairs were brought to the brink of ruin; my friends regarded me as an undone man; and perhaps I was the only person in the Settlement, capable of sustaining so great a shock, or of escaping total ruin.

Had it been his Lordship's intention to do me justice, whatever objections might be urged to the validity of the Nabob's assignments, he would, at least, have interposed to secure the grain belonging to me of the former crop, as well as the money advanced by me on the Nabob's account to the Tanjoreans, for sowing and cultivating the land.

With regard to the assignments, his Lordship knew, or might have known, that the money for which they had been given, had been *bona fide* advanced by me; and that by far the greatest part of it had been actually paid into the Company's treasury: Common justice should therefore, I humbly conceive, have induced him to procure me other security

security for my property, if the Nabob's assignments on the Rajah's country were deemed inadmissible.

His Lordship's absolute refusal to interfere at all in my behalf, laid me under the necessity of submitting my distresses to the consideration and justice of the Board. If the disputes that afterwards followed, on the subject of my claims, had been the primary cause of dissensions in your Council at Madras, which, however, was by no means the case, those dissensions cannot be imputed to me, who confined my representations solely to the purpose of obtaining justice for myself; for the truth of which, I crave permission to appeal to my Letters, and to the Records of the Board, at that time; from whence also, I apprehend, it will clearly appear, that the original cause of disputes in the Council at Madras was, the civil and military powers which Lord Pigot obtained, previous to his setting out for Tanjore, and that before any representations were made by me. If your Honours will permit me to recapitulate, I will venture to declare, that, unassisted by privileges of stations in India, without other influence than was produced by laudable exertions in commerce, and the rectitude of my transactions, I was enabled, by my extensive credit, to afford very essential assistance to your Ally, and I will add, to the Company too, on a very interesting occasion to both. As to the propriety of the primary object, the expedition against Tanjore, it was not my province, nor did it become me to judge. The success which attended your arms involved the Nabob and the Company in those subsequent disputes with the Dutch, which must have terminated in hostilities, had not means been instantly found to satisfy their just claims. The consequences might have been serious, the event embarrassing to your Honours (perhaps to the nation), and to what extent is not easy to determine. My credit was substituted by the Nabob, and accepted by the Dutch, in acquittal of their

their claims; differences were thereby composed, which must otherwise have been settled in Europe, and inconveniences prevented, too obvious and disagreeable to need recapitulation.

My loans were not those of a Chief of a Settlement; nor even those of a subordinate Factory; nor of a Military Officer, armed with powers which might supersede rectitude, and operate in oppression, thereby preventing the Nabob from receiving his just demands from the inhabitants, and consequently from supplying the Company's treasury. Against loans thus circumstanced, I humbly conceive, the Company's prohibitory clauses were principally intended: mine, on the contrary, was an open proceeding, in the face of day, approved of by the Governor and Council, and tending mutually to the advantage of the Nabob, of the Company, and of the inhabitants of the kingdom of Tanjore, then supposed to be the subjects of his Highness. By the money advanced them, they were enabled to cultivate their lands, and thereby to furnish the means of securing a future revenue, which must have been the ultimate object of all parties: and, abstracted from political considerations, was essentially necessary, whoever might retain the province of Tanjore.

If such conduct was criminal, such, Honourable Sirs, is my crime. If money lent for the above purposes ought to be lost, I deserve to be ruined. If the exertions of a private individual, at the risk of his fortune, to rescue the Company and their Ally from a situation pregnant with danger, should be deemed worthy of punishment, I am in that unfortunate predicament.

I am now before your tribunal, and humbly appeal to your justice. I will only further intreat your Honours, that my transactions may be divested of false colourings; that unsupported imputations be not admitted as evidence against me; that groundless suppositions may not
C prejudice

prejudice my cause ; that criminating charges, of which it is impossible I could be guilty, be not admitted without proof ; and, conscious of having, to the best of my judgment, and to the utmost of my power, acted as your faithful servant, I will indulge myself in the fullest expectation, that complete restoration to your favour will be the result of your candid determination.

I am, with respect,

HONOURABLE SIRS,

London,

Your very obedient humble servant,

Dec. 15, 1779.

PAUL BENFIELD.

And your Committee find, by a paragraph of a letter from the Court of Directors to the President and Council of Fort St. George, dated 27th of October, 1714, That dealings with the Country Government in money matters were prohibited, and that such prohibition was rendered a standing Order at Fort St. George.

And in consequence of the claims of the Nabob's private creditors in 1769, and in order to prevent all persons living under the Company's protection from having any correspondence or dealings with any of the Country Powers, or their Ministers, without the knowledge and consent of the Board ; the following advertisement was ordered to be made public, by affixing it up at the Sea-gate, and sending a copy round to the Company's servants, and inhabitants, and by giving it out in General Orders ; it was also ordered to be sent to the different Subordinates, and the several Out-garrisons.

And your Committee find, That, on the 6th day of November, 1769, such advertisement was accordingly published by the Governor and Council of Fort St. George.

218. " Whereas the Honourable Court of Directors of the East India
 " Company did, in the year 1714, establish, as a *standing irreversibile*
 " Order,

“ Order, never to be broken on any occasion, that none of their people
 “ shall have any dealings with the Country Governments in money
 “ matters :

“ And whereas, notwithstanding the said Order, many transactions
 “ of that kind have, of late years, been suffered to pass unreprieved :

“ And whereas the Honourable Court of Directors, in their Orders
 “ to their President and Council on this coast, dated the 17th of May,
 “ 1766, speaking of the great sums of money which they understood
 “ to have been lent by their Servants, and others residing under their
 “ jurisdiction, to the Nabob of the Carnatic, at a very high interest ;
 “ did order and direct, that, from the receipt of the said Orders, the
 “ rate of interest to be taken and received for loans of money should
 “ not exceed 10 *per cent. per annum* ; but did not therein expressly
 “ repeat their prohibition of making loans to, or having money trans-
 “ actions with, the Country Governments ; whence some doubts have
 “ arisen, whether revocation of the above-recited Order of the year
 “ 1714 be not implied, and a permission tacitly given to make loans,
 “ and have other money transactions with the Country Govern-
 “ ments ; that all doubts on this subject may be effectually removed,
 “ the President and Council do hereby declare, that they do consider the
 “ said standing Order of the year 1714, as unrevoked, and being in
 “ full force and vigour ; and, in consequence thereof, they do hereby
 “ expressly forbid all Servants of the Company, civil and military, and
 “ all other Europeans residing under their jurisdiction, *to hold any man-
 “ ner of correspondence, to make loans, or to have any money transactions,*
 “ of what kind soever the same may be, directly or indirectly, with
 “ any of the Princes, Rulers, or Governors, of any of the Provinces
 “ or States in the East Indies, or with any of their Ministers or Agents,
 “ *without the especial licence and permission of the President and Council*
 “ *for the time being :*

“ Except only in such cases as are explained in the Resolution of the
 “ President and Council, in Consultation, of the 27th of March, 1769 ;
 “ which Resolution is in the following words :

“ It is ordered, That all correspondence and transactions with the
 “ Country Powers, their Ministers, or others intrusted with any de-
 “ partment of Government or Revenue, be reserved, as formerly, to
 “ the President only at the Presidency, and to the Chiefs of Subordi-
 “ nates, touching the affairs of their respective Chiefships ; who are
 “ to transmit copies of such correspondence to the President ; except-
 “ ing out of this general prohibition, such cases wherein any of the
 “ Company's Servants may be charged with any public affairs, requir-
 “ ing such correspondence ; and excepting also all military officers on
 “ command, who are permitted to correspond touching the necessary
 “ affairs of such command only ; provided that in both cases copies of
 “ such correspondence be transmitted, by the first convenient opportu-
 “ nity, to the President and Council, or to the Chief and Council,
 “ under whom such Servant, civil or military, shall act at the time.

“ *Resolved*, That any wilful deviation herefrom be deemed and con-
 “ sidered a breach of Orders, and treated as such.”

And your Committee find, That, on the 31st of January, 1770, the
 Select Committee of Fort St. George wrote to the Court of Directors
 as follows :

Appendix,
 No. 30.
 Vol. iii.
 page 402.

“ Finding the intercourse between the Nabob and his creditors pro-
 “ ductive of these evil consequences, we were induced to republish a
 “ standing Order of the year 1714, prohibiting all your Servants from
 “ having any money transactions with the Country Government ; which
 “ has given occasion to the creditors to tax us with reviving obsolete
 “ Orders to serve a present purpose, which that Order could not have
 “ in view at the time it was made. We are of opinion, that, whether
 “ such

" such an Order existed or not, as your Representatives we had a right
 " to publish such a prohibition, if we found it necessary for the safety
 " of the Company's affairs. But it is not a fact, that the Order was
 " obsolete: the precise date and words of it might be unknown in the
 " Settlement; but it has ever been understood by all residing under
 " your protection, as a rule of your Service, that all transactions with
 " the Country Government were to pass through your President, and
 " him only. It is true, that of late years the non-observance of this
 " Order has been connived at; as it is evident by the loans of money
 " that have been made to him by individuals; but we see not why that
 " should preclude you, or us as your Representatives, from enforcing
 " that Order, or making a new one, if the case required it."

And on the 30th day of November, 1770, the Court of Directors wrote as follows to the Select Committee of Fort St. George:

" As we have expressed our approbation of our Select Committee,
 " in their late transactions with the Nabob and his private creditors,
 " respecting his debts to them and the Company; it is unnecessary for
 " us to assure our Servants of our protection in all points wherein they
 " shall have acted for the interest, and in conformity to the Orders,
 " of the Company."

Appendix,
 No. 30.
 Vol. iii.
 page 35.

And your Committee find, That Mr. Benfield's loan to the Nabob, in order to enable his Highness to satisfy the Dutch, was subsequent to the republication of the standing Order of 1714.

And your Committee find, That the Minute of the Governor of Fort St. George, whereby it appears that Mr. Benfield's assistance was requested in raising money to comply with the demands of the Dutch, is recorded on Consultation, the 3d of December, 1773.

And your Committee find, That the state of affairs with the Dutch at that period was extremely critical; and they will state such cir-

cumstances

cumstances as appear necessary for the Court's information on that subject.

Rou's Ap-
pendix, Vol.
ii. fol. 1221.

Your Committee find, on the proceedings of the Governor and Council of Fort St. George, of the 22d of September, 1773, That his Highness the Nabob represents the Dutch, as having taken possession of certain districts in the Tanjore country; that they then occupied those districts with their troops, under the pretence of having purchased them from the Rajah; in consequence of which the Nabob requests, that the army may be ordered to march towards the said districts, and to put him in possession thereof if the Dutch refuse to deliver them up in an amicable manner;—urging also, that Sir Robert Harland, who was then at Fort St. George in quality of his Majesty's Plenipotentiary, had approved the measure, and declared his readiness to afford every assistance in his power.

App. Vol. ii.
fol. 1223.

Appendix,
Vol. ii. fol.
1223.

And your Committee find, That the Governor and Council of Fort St. George express themselves convinced of the propriety of the measure, considered solely in a political view; because, if the Dutch were allowed to keep possession of Nagore, and other districts in the Tanjore country, their power and influence would be so much increased as might render them troublesome neighbours, and formidable rivals to the English on the coast of Coromandel. But as acting against the Dutch even as auxiliaries, and dispossessing them of lands said to have been purchased of the Rajah of Tanjore, might be construed a breach of treaties subsisting between Great Britain and the States of Holland, it was resolved to consult his Majesty's Plenipotentiary in person on the point; who repeatedly declared, “ That he by no means considered it in that
“ light; that the measure could be justified on very good grounds; that
“ he was willing to co-operate and assist with the force under his com-
“ mand, should such assistance be required; but, in his opinion, it was
“ better not to call in the aid of the Crown, lest what was then only
“ a dispute

“ a dispute between the Nabob and the Dutch, should be considered
 “ as a national concern. Nevertheless, he had no objection against
 “ countenancing the operations of the troops on shore, by ordering
 “ the ships to lay opposite Negapatnam or Nagore; but that he
 “ thought he could be of more service to us, by his representations of
 “ the propriety of the measure to Administration, as a mere spectator,
 “ than by interfering therein with the force under his command.” Sir
 Robert Harland adds, “ That, in his opinion, the Select Committee
 “ might be subject to censure, if they suffered the Dutch to keep pos-
 “ session of those districts in the Tanjore country, from the consequence
 “ which might naturally be expected from such an increase of their
 “ revenues, which would enable them to augment their forces in such
 “ a manner as to become dangerous rivals in that part of India.”

Whereupon the Governor and Council determined, “ to support the 1226.
 “ Nabob in asserting his claim to the lands, which the Dutch, under
 “ pretence of purchase, had lately possessed themselves of, in the Tan-
 “ jore country; and even to act offensively against them, so far as to
 “ the recovery of those lands, if the Dutch refused to relinquish them
 “ amicably, on the requisition of the Nabob.” And General Smith 1228.
 was thereupon ordered to lose no time in procuring certain intelligence
 of the force which the Dutch had at Negapatnam, Nagore, and other
 parts of the Tanjore country. He was “ also to transmit his opinion
 “ what force would be requisite to act against the Dutch, should they,
 “ on the Nabob’s requisition, refuse to evacuate the districts amicably;
 “ and likewise to obtain the most circumstantial information respecting
 “ the claims by which the Dutch had taken and kept possession; and
 “ whether any, and what sums, had been paid on that account; and
 “ also at what time the grants, if any, were made.

“ And, after allotting such force as might seem necessary for the de-
 “ fence of Tanjore, the General was to hold the rest of the forces in
 “ readiness.

“readiness to take the field on the shortest notice.” And on the 25th of November, 1773, the following Letter was wrote to the Nabob on that subject :

From Governor Wynch to the Nabob.

E X T R A C T.

“AGREEABLE to your Highness’s desire, General Smith shall
“be ordered to proceed immediately, with the troops under his com-
“mand, towards the lands belonging to the country of Tanjore,
“which the Dutch have of late possessed themselves of; and, on the
“requisition of your Highness’s second son, Mader ul Mulk Be-
“hauder, to assist in the recovery of them. I cannot, however, at
“the same time, too strongly recommend to your Highness, that
“before force be used, every consistent endeavour for obtaining these
“lands amicably should first be exerted; and that, for this purpose
“ (agreeable to what your Highness has repeatedly mentioned to me),
“the Dutch should be assured, on their peaceably and quietly giving
“up the lands to your Highness, *the money they may have lent on*
“*or paid for them, shall be justly repaid*, and their ancient privileges
“confirmed to them.”

1231. And your Committee find, by a Letter from General Smith to the Governor and Council of Fort St. George, dated the 27th of September, 1773, That the ceremony of hoisting the Dutch colours at Nagore was performed with great solemnity, by the Governor and Council of Negapatnam, on or about the 1st day of July, 1773; notwithstanding it was well known at the time, that the Board of Madras had deter-
1232. mined on the expedition against Tanjore; and that the Dutch expected a reinforcement of troops from Batavia, and were then fortifying Nagore, of which they had so recently taken possession.

And

And your Committee find, by a Letter from the Nabob of Arcot, 1233. dated the 26th of September, 1773, That his Highness consented to repay the money lent to the Rajah of Tanjore by the Dutch, provided they would evacuate the lands of which they had possessed themselves.

The Nabob also submitted to the consideration of the Governor and Council of Fort St. George, a Draught of a Letter proposed to be wrote by him to the Dutch, of which the following is an Extract:

“ I NOW request of you to deliver up Nagore, and all other
 “ districts of the Tanjore country, which have fallen into your hands
 “ some time since, by means of any Saned of the late Rajah, without
 “ my consent; and, in the same manner, you will deliver up the
 “ Saned under the Rajah's seal, and the jewels that had been pawned.
 “ I shall agree to pay off the whole of your just debts that had been
 “ contracted by the Rajah. If you act fairly and friendly with me,
 “ you shall have my aid in your trade, and likewise my assistance re-
 “ garding the ancient possession of your districts, according to old
 “ custom, on condition of your paying the usual Peshcush to the Cir-
 “ car. This will be a means to cement our friendship greatly.

“ If you don't chuse to comply with my request (which God for-
 “ bid!), I shall, by the blessing of God, use my power, which he hath
 “ granted me, to recover my just rights; so that my army will march
 “ to take possession of the whole of the said country. Whosoever
 “ shall attempt to resist my arms, he shall meet with ruin. If your
 “ nation chuse to make a war with me (which God forbid!), I shall
 “ not look upon you as my friends in future. If you resolve upon
 “ hostilities of war against my government and peace of my country,
 “ I shall be under a necessity of esteeming you as authors of animo-
 “ sity; in which case I shall never suffer such people to carry on trade
 “ in my country.”

D

And

And your Committee find, That the Government of Fort St. George saw no impropriety in the said Letter; of which the Nabob was informed; and the following Instruction was wrote to General Smith on the occasion:

E X T R A C T.

“ S I R,

1238.

“ I N our Letter of the 23d instant, we informed you of the Nabob's
 “ application for the assistance of the Company's troops under your
 “ command, to put him in possession of certain villages and lands
 “ which the Dutch have lately possessed themselves of in the Tanjore
 “ country, and that we had the same under our consideration. We
 “ are now to inform you, that we have come to the resolution of
 “ assisting the Nabob in the recovery of the country from the Dutch.
 “ You will therefore march with such a force as you shall deem neces-
 “ sary for the purpose, and proceed towards those districts by flow
 “ marches; and if the Dutch reject every amicable proposal which
 “ may be made them by Mader ul Mulk Behauder, and absolutely
 “ refuse to deliver up the said lands to the Circar, you will then, upon
 “ his requisition, give every assistance in your power, even to the
 “ making use of the force under your command, to put the Nabob in
 “ possession of them.

“ We have in the strongest manner recommended to the Nabob to
 “ avoid hostilities, as long as there is a probability of being able to
 “ come to an amicable accommodation with the Dutch; and for your
 “ information, we now transmit you a copy of our Letter to the Nabob
 “ on the subject.”

And your Committee find, That, on the 28th of September, General Smith wrote to the Governor and Council as follows:

E X-

E X T R A C T.

" The Dutch have received a late reinforcement, which my intel- 1242.
 " ligence this night confirms; and they have at Negapatnam from 750
 " to 800 Europeans, 450 Malays, and upwards of 1000 Sepoys. The
 " latter they are recruiting with all expedition; and they report, that
 " more Europeans are expected from Ceylon, &c. With this force it
 " can never be imagined they'll trust themselves without the walls of
 " Negapatnam, unless it is at Nagore, which, it is said, they are for-
 " tifying with batteries and other works, and where they have at
 " present stationed some Europeans and Sepoys; but against the Na-
 " bob's troops alone they might think themselves capable to act other-
 " wise. If you should determine to put the Nabob in possession of the
 " Tanjore districts, claimed by the Dutch as ceded to them, I think a
 " battalion of Europeans, four battalions of Sepoys, with field-
 " artillery, and his Highness's two regiments of cavalry, will be suf-
 " ficient for that purpose; but if matters are not accommodated, Na-
 " gore, from its vicinity to Negapatnam, and its being an open place,
 " will require a considerable force to defend it, till it is fortified at least
 " with temporary works."

And your Committee find, That General Smith was desired to re- 1256.
 main with the army until matters should be settled with the Dutch.

And your Committee find, The Nabob and his Son represented, that 1261.
 the Dutch were endeavouring to gain time, until the rains should come, 10
 or foreign disturbances arise; that they were not sincere in their in- 1263.
 tention of accommodation; and therefore it was desired that orders 1269.
 might be sent to General Smith to march without delay.

The 21st of October, 1773, the Governor of Negapatnam addressed
 the Nabob at large, on the subject of their conduct towards the Rajah

of Tanjore, and of their claims on that account. And of the said Address the following is an Extract :

1276.

" I HAVE only now to represent to your Highness, with the utmost respect and submission, that, in case any unjustifiable or arbitrary measures should be pursued in regard to the districts of the Company, seeing that no such proceedings have taken place on our parts, your Highness alone must answer for the consequences, whether good or bad ; we can bear no share of the blame, for no fault can be proved upon us ; but the Dutch nation, whatever conduct your Highness chooses to pursue, will, undoubtedly, act agreeable to the rules of equity and justice."

1278.

Whereupon the following Minute was entered by the Board, and orders were sent to General Smith, directing him, in case the Dutch should not evacuate the districts in question, to assist the Nabob's Son in taking possession thereof by force.

Minute of the Board.

1278.

1286.

" FROM the evasive and ambiguous manner in which the Letter from the Governor of Negapatnam is wrote, as well as from General Smith's Letter of the 17th, it should seem the Dutch have at present no other object in view than to procrastinate and amuse the Nabob with negotiations, until they can receive directions from their Superiors at Batavia, or their Employers at home ; and in the mean time, it is certain they are in hourly expectation of receiving further reinforcements of troops from their other Settlements. The Board, taking all these circumstances into consideration, unanimously determine, That General Smith be directed to march immediately, with the troops under his command, on the requisition of the Nabob's Son ; and to put him in possession of the districts possessed by the Dutch,

“Dutch, if they should refuse to evacuate them, in an amicable manner,
“on the approach of the army.”

And your Committee find, That, before the Order for marching
reached General Smith, he had wrote as follows to the Governor and
Council :

E X T R A C T.

“I HAVE the honour to acquaint you, that Golam Ally Khân, 1279.
“and Sydee Khân, two Vackeels, who had been sent from hence to
“treat with the Dutch at Negapatnam, are returned; and that this
“morning, in order to know what passed, I had a meeting with Um-
“meer-ul-Omrah Behauder, and Eagee Houssein Khan, the Nabob’s
“Dewan.

“The Vackeels said, they had laid the powers granted to Ummeer-
“ul-Omrah before the Governor Van Vleffingen, required his deli-
“vering up to the Nabob the districts which the Dutch had lately
“taken possession of belonging to the Tanjore country, and proposed
“to settle the mode of reimbursing him the money advanced to the
“Rajah. That, in reply, the Governor said, he would consult his
“Council; and after they had met, he not only refused to give up
“the districts, on payment of the money, but also to treat with Om-
“meer-ul-Omrah; alleging, that he intended to send two of his
“Council to the Nabob, at Fort St. George, to treat with him. That
“the Vackeels urged there was no occasion, as his Son and Represent-
“ative had full power to negotiate the business; but the Governor’s
“answer was, That he had acquainted the Nabob of his intentions to
“send Ambassadors to Madras, and could not depart from his pur-
“pose.”

That “the Vackeels complained of having been treated with great
“disrespect by the Dutch, and are of opinion, they do not mean to

"give up the lands claimed by the Nabob, *on any terms*, but that their sending Ambassadors to Madras is intended to gain time."

The General adds, That he could have no doubt of their having refused to treat with Ummeer-ul-Omrah, because the Governor had wrote him a Letter of apology, telling him, Ambassadors were gone to his father, and therefore he could not enter into any negotiations here. That as Governor Van Vlessingen had rejected every proposal made to him by Ummeer-ul-Omrah, and even to treat with him, and referred the business to Madras, he might next refer it to Batavia, and from thence to Europe; therefore the General declares, that if Ummeer-ul-Omrah makes requisition for the Company's troops, and for assistance to be put in possession of the lands in question, he shall, agreeable to the Board's instructions of the 29th of September, give every *assistance* in his power for that purpose.

General Smith further represents, That the Dutch had mounted their guns on the walls of Negapatnam, and on the Pettah; that upwards of 2000 people were employed in clearing the esplanade, and repairing the glacis; that they were also taking every other measure for defence. That as they expected a further reinforcement of Europeans from Colombo, a constant look-out was kept at the flag-staff head; and that by his intelligence that afternoon, some vessels were in sight, which had given great spirits to the people of Negapatnam.

1280. The 17th of October, the Governor of Negapatnam expressed his hope, that treaties between the Sovereigns of the English and the Dutch would be observed, and his concern that Brigadier-general Joseph Smith, Commander of the forces, was in the army of the Nabob; who, he says, threatens the Dutch with war.

1281. And your Committee find, by a Letter from General Smith, dated the 21st October, That, upon the approach of the young Nabob and his troops,

troops, the Dutch Commandant, after making some shew of resistance, delivered a protest, in the name of the Dutch Government, against the said Nabob, and also against General Smith, as leader of the Company's troops, and then told them, his orders were to retire. But at the same time the General informs the Board, that the Dutch were gathering troops together from all quarters.

1293-4.

See also
1291.

And your Committee find, That, after the army had taken possession of the districts lately occupied by the Dutch, they were ordered to continue there until affairs could be finally adjusted.

And your Committee find, That, on the 30th day of October, 1773, the Governor and Council of Negapatnam protested in form, and in the name of the States General, against the President and Council of Fort St. George, for breach of the treaty of Westminster, and for all losses, prejudices, and damages occasioned by the above proceedings.

1305.

And as the army continued at field expences, and the repeated arrival of reinforcements to the Dutch gave reason to fear that they might attempt to form connections with the Marattas, or Hyder Ally, to the prejudice of the Nabob and the Company, the Governor of Fort St. George became very solicitous to know in what train the Negotiation was between his Highness and the Dutch.

1307.

1309.

And your Committee find, by a Letter from the Nabob to the Governor of Fort St. George, dated 2d of November, That his Highness represents the Dutch as wanting an additional sum of two lacks of pagodas; that other demands, and failure of crops, rendered it entirely out of his power to support, in future, the extraordinary charges.

And that, if the Dutch continued starting fresh difficulties, the whole of their Settlements upon the coast might be taken with the greatest ease. And in a Letter, dated the 6th of November, the Nabob says, If

1311.

1317.

they

1320. they delay matters, they must be given to understand that he will destroy Sadras, and their other sea-ports in that country. But your Committee find, That the Governor of Fort St. George, in answer to these representations, gave it to the Nabob as his opinion, that matters should be accommodated with the Dutch.

1320, And it appears to your Committee, by Letters from Lieutenant-colonel Bellingham, Commandant at Nagore, dated the 4th, 6th, 12th, 1321. 15th, 16th, 17th, 18th, and 20th of November, 1773, that the most 1323. warlike preparations were still continued by the Dutch. 1324.

1325. And your Committee think it proper to insert several Extracts of 1326. those Letters at large; because, in the opinion of your Committee, they 1334. evince the propriety of your Governor's conduct, in using every effort 1335. to raise money for the purpose of promoting an accommodation with the Dutch; and amount to a proof, that an open rupture between the two nations must have happened, if proper pecuniary assistance had not been obtained for that purpose.

Extracts of Letters from Lieutenant-colonel Bellingham, dated 12th November, 1773.

1323. " THE Dutch have certain accounts of a large ship being arrived
" at Jafnypatnam, from Batavia, having on board five hundred Eu-
" ropean soldiers; for the reception of whom, the Governor of Nega-
" patnam has ordered a very large shed to be erected, to serve by way
" of barracks; and yesterday he dispatched two large sloops and one
" chelinga, it is said, to bring those from Jafnypatnam."

From Lieutenant-colonel Bellingham, dated 17th November, 1773.

1325. " FROM the intelligence which I hourly receive, and my personal
" observations, I have the strongest reason to suspect that our late ope-
" rations

“ rations, in behalf of the Nabob, will be attended with somewhat
“ ferious.

“ The Dutch have at present, near their advanced post, four hun-
“ dred Europeans, and eight guns; they have in all, exclusive of
“ Black troops, about one thousand well appointed men, who have
“ been proved in Germany, and elsewhere; and amongst their Officers
“ are four who have particularly distinguished themselves on many
“ occasions.

“ These circumstances, joined to their still trifling with the Nabob,
“ under the pretence of negociation, combine to make me suspect they
“ have in agitation something more than simple defence.

“ To this I may add, the encampment of the French at Pondi-
“ cherry; who, if they be so disposed, may, with the present wind
“ and weather, join our neighbours in a very few hours.

“ His Excellency begins to agree with me, that the Dutch have been
“ hitherto only gaining time; and now suspects them so far, that I
“ believe he means to quit his house at nights, in future, and sleep in
“ the Mosque. 1325.

“ I have doubled my posts and centries, and taken such steps as
“ will effectually prevent a surprise; and I have a perfect reliance on
“ the bravery and conduct of the troops.”

From Lieutenant-Colonel Bellingham, dated 17th of November, 1773.

“ This day the Council met. The Letter from Batavia positively
“ forbids the giving up of Nagore, which they allege was a fair and
“ regular purchase from the Rajah, and therefore their indisputable
“ right; the rest of the Tanjore territories they are desired to give up,
“ on receiving the stipulated sum. 1326.
(of Nega-
patnam) 16.

“ In ten days they expect more troops, and in that time they
“ expect a final answer from Madras.

1326. “ The Governor has moved in Council, That as the English troops
“ in Nagore are but few, the place should be attacked, and retaken
“ without loss of time. The Second in Council and the Paymaster
“ General opposed this motion; urging, that in ten days they could
“ have their answer from Madras, and in the mean time they may
“ amuse the Nabob with the appearance of a negociation.

17. “ At eight this morning, a letter was dispatched to Jafnypatnam;
“ afterwards six field-pieces were carried to the Garden-house, where,
“ it is said, a battery is to be erected.”

From Lieutenant-Colonel Bellingham, dated 18th of November, 1773.

1334. “ I am sorry to trouble you thus often, but absolute necessity
“ compels me; and I should think myself remiss in my duty, did I not
“ communicate to you the several informations I receive, and also
“ my sentiments thereupon.

“ I undertake, therefore, to repeat, that the Dutch have in agita-
“ tion something more than defensive. Four ships are arrived at
“ Colombo, with men, ammunition, and stores; I need not say how
“ soon they may reach Negapatnam from thence. Great preparations
“ are making both within and without the fort; and every thing on
“ their part has the appearance of an approaching war.

“ As to their treating with the Nabob, I ever thought, and now
“ am nearly convinced, that it was all finesse; his Excellency, I dare
“ say, now thinks so too; but probably he may not, in his Letters,
“ chuse to declare it; for this reason I am the more solicitous to make
“ my sentiments known. If the Dutch consider themselves (as too
“ probably

“ probably they do) driven by force of arms from their lawful right,
 “ there is but little room to doubt that by force of arms they mean to
 “ recover it.”

And your Committee find, by a Letter from the Nabob, dated the 21st of November, 1773, That, after representing the perverseness and bad intentions of the Dutch, his Highness says, It is certain that, by the passiveness of his friends in this business, the Dutch have acquired great arrogance. That the king of England being his supporter, and the protector of his country, and the Company bound thereto in the strongest manner; and as ten battalions are paid by him, for the purpose of punishing and expelling every disturber of the Carnatic; and seeing the bad proceedings of the Dutch, and their views to acquisition in the country, in the highest degree prejudicial to himself and the Company; he desires a plain answer, whether the Governor and Council can *avowedly* chastise the Dutch, and keep them to their ancient limits; or whether, not appearing *as principals*, they will assist him with the Company's Soldiers and Sepoys which belong to him?

1327.

In answer to the above Letter, after acquitting themselves of improper passiveness, the Board reply, That there is a treaty of peace and friendship between the Crown of Great Britain and the States of Holland, which the subjects of both nations are bound to observe; therefore they cannot act as principals, unless from motives of self-defence; nor as auxiliaries, to act offensively against the Dutch in their ancient possessions, until open hostilities, on their part, or hostile intentions fully proved, shall justify the measure.

1337.

And your Committee find, That, on the 23d of November 1773, a treaty was concluded between the Nabob of the Carnatic, and the Dutch Government at Negapatnam; in which Mr. Benfield's assistance, relative to money, is publicly avowed. And the President declares,

1341.

1345. he had reason to believe, if Mr. Benfield had not exerted himself, it would not have been in the Nabob's power to have accommodated matters so soon with the Dutch. And your Committee find no disapprobation whatever expressed by the Board, on receiving the above information from the President, concerning assistance thus opportunely afforded by Mr. Benfield, nor by the Court of Directors, when the Treaty, accompanied by such information, was received in England.

And your Committee think it not altogether foreign to the subject, to state to the Court, That, notwithstanding an accommodation was effected with the Dutch on the conditions specified in the treaty, the Governor-General and Council of that Republic in the East Indies, represented from their Agents at Ceylon, that the Subah of the Carnatic, Mahomed Aly Khan, and his allies, carried their views to the possessions of the Dutch Company there; which representation was communicated to the Chairman and Deputy Chairman, by his Majesty's Secretary of State, the 7th day of August, 1775; and your Committee observe, That the charge was on good grounds denied, so far as it respected the Company; but they think it probable, that open hostilities with the Dutch would have happened, had they not been prevented by the accommodation above mentioned.

Your Committee observe, That Mr. Benfield, in his Letter to the Court, dated the 15th of December, 1779, rests his justification, concerning money transactions with the Nabob, chiefly on the necessity of the case, and the communication thereof to the President; and under these circumstances, instead of the assistance afforded in the Dutch business being reprehensible, he deems it in a high degree meritorious: He also considers the Minute of the Board, when the Treaty was first recorded, as a most unequivocal and honourable mark of their approbation; and the silence of the Court of Directors, on a subject
 3 fully

fully before them, as an implied acquiescence in the propriety of the measure.

Your Committee remark, That, on a similar occasion, the Nabob has severely remarked on a loan, said to have been made by individuals, to enable him to discharge his troops, as not having received the whole amount stipulated; but your Committee find, That his Highness has acknowledged the receipt of all the money charged to his account by Mr. Benfield.

" And your Committee, in justice to Mr. Benfield, think it right to inform the Court, that they find nothing on the Company's Records that warrants a conclusion of his having acted corruptly on that occasion; on the contrary, the Committee think his conduct, so far as it respects the loan of money to satisfy the claims of the Dutch, productive of public benefit, and deserving of commendation. And they submit to the Court to determine, how far the concurrence of the Board in Mr. Benfield's loans to the Nabob, to satisfy the Dutch in 1773, might warrant a continuation of loans of money to his Highness on other accounts; and whether, in consequence of the first loan being deemed useful, Mr. Benfield was at liberty to continue the practice? and also whether he might not find himself so involved with the Nabob, on account of his first loan, as to render it absolutely necessary to prolong an intercourse of that nature, beyond the first transaction, in order to secure and recover the property advanced to the Nabob, with the sanction of the President, as specified in the Treaty of 1773."

Report of
the Com-
mittee.

Having stated the above particulars, your Committee proceed to state the several balances of Mr. Benfield's Claims, as they stood when Lord Pigot proceeded to Tanjore.

And

Vol. V.
fol. 166.

And your Committee find a Letter from Mr. Benfield to the Governor and Council of Fort St. George, dated the 28th of May 1776, containing the following statement of his claims at that period :

E X T R A C T.

Vol. V.
fol. 166.

“ MY claims on the Subah of Manargoody are in the following
“ manner :

				Pagodas.
1775.				
Feb. 7th.	“ By the Nabob’s Perwannah, on account			
	“ of bond debt for advances made by me,			11,00,0
9th.	“ By the Nabob’s Perwannah, on account			
	“ of bond debt for advances made by me,			27,00,0
May 31st.	“ By the Nabob’s Perwannah, on account			
	“ of bond debt for advances made by me,			63,681,23,5
31st.	Ditto	—	Ditto	—
				10,994,1,62
31st.	Ditto	—	Ditto	—
				8,787,23,50
July 16th.	Ditto	—	Ditto	—
				13,421,5,20
16th.	Ditto	—	Ditto	—
				1,276,40—
Aug. 23d.	Ditto	—	Ditto	—
				80,000—
Oct. 31st.	Ditto	—	Ditto	—
				2,500—
Nov. 8th.	Ditto	—	Ditto	—
				88,949,26,20
17th.	Ditto	—	Ditto	—
				61,480—
				369,090,36,42

“ Those Perwannahs have been duly registered in the Cutcherry at
“ Combagonum by the Dobbeer; and for the discharge of them the
“ assignment and mortgage of Manargoody Subah was made over to
“ me, according to the custom of the country, and duly registered in
“ the Cutcherry by the Dobbeer.

“ The

" The Order I was furnished with from the Nabob, for twenty
 " thousand Pagodas (20,000 Pagodas) on Papanassem, was for the like
 " sum paid by me to Nazib Khan at Tanjore, for his troops, in
 " January 1775; and the Order on Puttcotah for fifteen thousand
 " Pagodas (15,000 Pagodas) was for the like sum paid to the Nabob's
 " people at Tanjore, for the service of the Fort, in November 1774.
 " Those Orders have been duly registered in the Cutcherry by the
 " Dobbeer.

" The advances made to the inhabitants through the Circar,
 " amounting to one hundred and twenty thousand six hundred and
 " twenty-nine Pagodas (120,629 Pagodas), to enable them to carry on
 " the cultivation, were to have been discharged from the inhabitants
 " shares of the present crop, according to the custom of the country.
 " It had been agreed, that the inhabitants bonds to the Circar should
 " be a security to me, for receiving the sum I advanced; and the
 " Dobbeer had accordingly furnished my people with authority from
 " the Cutcherry, to collect the amount of those debts.

" The Nabob hath furnished me with a *Certificate* of several
 " outstanding concerns I had with him in the Tanjore country, a
 " translate of which I have the honour to enclose you; the original
 " is at hand, for the inspection of your Lordship, &c. should you think
 " it necessary.

" When the Company's Sepoys entered the Subah of Manargoody,
 " it is well known I was in possession of the revenues of that district.
 " At that time I had received grain in deposit within the Subah, on
 " account of the Circar debts, in quantity, on the nearest estimate I can
 " make, it not having been exactly ascertained, above five lacks of
 " cullums (5,00,000 cullums); also I had received in deposite, out of
 " the shares of the inhabitants in the several districts, towards the
 " discharge

“ discharge of their debts, for advances, on the nearest estimate I
“ can make, the quantity not having been exactly ascertained, about
“ one hundred and sixty thousand cullums (160,000 cullums).
“ The revenues and grain have been seized by the Company’s
“ Sepoys and the people of the Rajah, and now my property is
“ daily disposing of.

“ Exclusive of my concerns with the Circar, I had remaining in
“ several parts of the Tanjore country, grain, which I had purchased
“ of the crop of the former year; in quantity two lacks, twenty-four
“ thousand and forty-four cullums (2,24,044 cullums), which hath
“ been seized. I have debts due to me from many of the inhabitants,
“ amounting to about sixty thousand chuckrams (60,000 chuckrams);
“ and about eighty thousand cullums of grain, on the nearest estimate
“ I can make, the quantity not having been exactly ascertained,
“ were mortgaged, and delivered to me on account of those debts;
“ but my people have been driven away from collecting those debts,
“ and the grain seized that had been mortgaged and deposited on
“ that account.

“ You must be sensible how prejudicial delay must be to me. I hope
“ your Lordship, &c. will give me a Letter to the Rajah, that he may
“ cause the grain, which was in possession of my people, to be imme-
“ diately restored, and the inhabitants to pay me such debts as can
“ be proved, according to the custom of the country, to be due from
“ them.

“ I trust these representations, &c. are sufficiently circumstantial,
“ and that your Lordship, &c. will see justice done to me.

“ I am, with respect,

“ My Lord, and Gentlemen,

Fort St. George,

28th May, 1776.

“ Your very devoted and obedient Servant,

“ PAUL BENFIELD.”

Translation

Translation of a Letter from his Highness the Nabob, to Mr. Paul Benfield, dated 26th May, 1776.

“ THE money, on account of several bonds which I owe to you,
 “ and which was paid by you on my account, to the Company for
 “ prize-money, for repairing the Fort of Tanjore, to my troops at
 “ Tanjore, and for fundry other purposes, amounted in the whole
 “ to 369,091 pagodas; for securing the payment of which to you,
 “ I agreed, in last November, to mortgage to you the Revenues of
 “ Manargoody, in the Tanjore country, till your money should be
 “ paid off; and in consequence, I gave my Orders to the Dobbeer,
 “ who was there, manager of that country, to prepare and sign the
 “ deeds of mortgage, and to deliver them to your people; and also
 “ to put into their possession the Revenues of Manargoody, according
 “ to the custom of the country; and the Dobbeer reported to me, in
 “ his Letter of the 30th of November last, that he had executed my
 “ Orders; besides which, I gave you a Perwannah on the Papanassy
 “ country for 20,000 pagodas, which you had advanced in the
 “ month of January 1775, to Mahomed Nazib Cawn, for the use of
 “ my troops; I also gave a Perwannah of 15,000 pagodas, which you
 “ had advanced for the use of the Fort, in the month of November
 “ 1774.

“ It is customary in this country to make advances to the inha-
 “ bitants, for the purpose of cultivating and planting the land; and in
 “ the months of August, September, and October last, when Ameer-ul-
 “ Omrah Behauder was in the management of the Tanjore country,
 “ he made large advances to the inhabitants, for which he took their
 “ bonds, payable out of their shares of the crops, according to the
 “ custom of the country; and to assist me in making these large ad-
 “ vances, he took up from you 120,659 pagodas, for which he gave

F

“ you

“ you his bonds; and to secure the payment thereof, it was agreed
“ with you, that the bonds of the inhabitants should be held by you
“ as security, and that you should receive the monies due by said bonds
“ from the inhabitants, until you should be cleared off.

JAMES WOOLEY, Secretary to his Highness the Nabob.”

And your Committee find, That on Mr. Benfield being called upon for an account of the particulars of sums received from the Tanjore country, and for the bonds from the inhabitants to the Circar for money advanced to carry on the cultivation, and for a particular account of a debt of 60,000 chuckrams due from the inhabitants, he returned the following Answer, viz.

“ My LORD, and GENTLEMEN,

“ I have received your Secretary's letter of yesterday. I have constantly addressed your Lordship, &c. respecting my claims on the
“ Tanjore country, on the following heads:

“ First—My claim, by virtue of mortgage and assignment, of the
“ revenues of the Subah of Manargoody, for the Nabob's debt to me
“ of three hundred and sixty-nine thousand and ninety pagodas thirty-
“ six fanams and forty-two cash (369,090 36 42 C.).

“ Second—My claim, by virtue of the Nabob's orders, on the Subah
“ of Papanassem for twenty thousand (20,000), and on the Subah of
“ Puttcotah for fifteen thousand (15,000) pagodas.

“ Third—My claims on account of advances made to the inhabitants
“ through the Circar, to the amount of one hundred and twenty
“ thousand six hundred and fifty-nine (120,659) pagodas, for which I
“ have the bonds of Ameer-ul-Omrah Behauder, as Naib or Manager
“ of the Tanjore country at that time, and the inhabitants bonds assigned
“ me as collateral security.

“ Fourth—My property and claims on many of the inhabitants in
“ the Tanjore country independent of my concerns with the Circar.

“ Of the first, I complain to you of the injuries I have sustained
“ from the measures and conduct of the Right Honourable Lord Pigot,
“ while acting under your commission, in causing the grain that had
“ been deposited with me to be seized by the Company’s Sepoys, and
“ in depriving me of the means further to collect the revenues.

“ The Nabob hath avowed his having made to me the said mort-
“ gage and assignment; and the deeds have been registered in the
“ Cutcherry by the public officers, according to the custom of the coun-
“ try. I was put in possession in consequence by the official authority
“ of Dobbeer, who doubtless hath made the Right Honourable Lord
“ Pigot acquainted with those circumstances.

“ From this Subah my people have received a few thousand chuck-
“ rams. The exact sum I cannot give you, but I believe amounting
“ to about fourteen or fifteen thousand pagodas; whatever it be the
“ Dobbeer has taken, regular receipts for which will be duly credited.

“ The revenues arise chiefly from grain, some of which had been
“ cut and delivered into my possession; what was standing on the
“ ground was surely equally my right; for it is well known, that grain
“ standing on the ground is paid and received as property throughout
“ the whole country.

“ Under this head I ask, that you will cause my property to be re-
“ stored, and justice to be done to me, in securing for me what I am
“ entitled to by virtue of the said mortgage and assignment.

“ Of the second—I hope you will cause the orders on Papanassem
“ and Puttcotah to be discharged, as I have received nothing from

“ them. This claim the Nabob hath likewise acknowledged, and it is
“ registered in the Cutcherry.

“ Of the third—My claim is founded on the bond of Ameer-ul-
“ Omrah Behauder, as Naib or Manager of the country at the time,
“ for sums supplied him to assist in the public advances made to the
“ inhabitants, according to the custom of the country, and those debts
“ of the inhabitants made over to me as security. The records of the
“ Cutcherry will prove the transaction, and from the Dobbeer, the pub-
“ lic officer, I had authority to receive these sums.

“ The bonds of the inhabitants I have not at Madras; I conclude
“ they are either deposited in the Cutcherry, or in the hands of my
“ people to the southward.

“ This claim is likewise vouched by the Nabob in his Letter of Cer-
“ tificate. I ask, that the Rajah may cause the inhabitants to pay to
“ me what is justly due from them on account of those advances.

“ Of the fourth—The inhabitants stand indebted to me for balance
“ of account current; a set of books only could furnish you with the
“ particulars. What I have to ask of you under this head is, that I
“ may be furnished with a Letter to the Rajah, to cause the grain that
“ was my property, and in possession of my people, the produce of
“ last year (not of the present crop), to be immediately restored, in
“ quantity two lacks twenty-four thousand and forty-four (2,24,044)
“ cullums; also that which had been deposited with me by the inhabi-
“ tants on account of their debts, as already set forth, and that the said
“ inhabitants do pay to me such debts as shall be proved to be justly
“ due from them.

“ My loans and concerns with the Circar have been made known
“ to your Board in the most public manner; for I came under
“ engage-

“ engagements to pay to the Dutch the sum stipulated in the
“ Treaty made with the Nabob in 1773. Such engagement made an
“ article in that Treaty, which I understood received the approbation
“ of your Board, also of the Court of Directors, and the Courts of
“ England and Holland.

“ I have further, within the last three years, paid into the Com-
“ pany's Treasury, on my own Bills, on the Nabob's account, sums
“ to the amount of nearly twenty lacks (20,00,000) of pagodas.

“ As I am addressing you upon a case of property, you will doubt-
“ less allow the degree of freedom that is necessary to support my
“ right. I beg your leave to suggest, that I think Lord Pigot, in this
“ instance, becomes a party; it is by his measures, and in the
“ execution of his orders, that I am deprived of my property, and
“ driven to the brink of ruin and despair. When I appeal to your
“ candour and to your justice, is it consistent he should be one of my
“ Judges? Had the measures I complain of been adopted by your
“ particular Orders, I know not how the subject of my representations
“ could have been a question before your Board.

I am, with respect,

My LORD, and GENTLEMEN,

Fort St. George,

29th May, 1776.

Your very devoted, and

Obedient humble Servant,

PAUL BENFIELD.”

“ In answer to that part of Mr. Benfield's Letter, where he com-
“ plains of the injuries he has sustained from the measures and con-
“ duct of the Right Honourable Lord Pigot, while acting under the
“ Commission of the Board, in causing the grain that had been
“ deposited with him, to be seized by the Company's Sepoys, and in
“ depriving him of the means further to collect the Revenue,

177.

“ The

“ The President desires, that the Resolution of Council, 25th March
“ last, may be read ; as well as the Orders that were given the Of-
“ ficers commanding the battalion of Sepoys, and the form of an
“ Order from him to such Officers as he should send on detachment ; in
“ consequence of which they are now read, and entered as follows :

Extract of Minutes of Consultation, 25th March, 1776.

“ THE safety of Tanjore, and the security of the Rajah and his
“ family, appearing to make it necessary, not only that an English
“ garrison should be in the fort, but that the country also be protected
“ by the Company's troops ;

“ *Resolved*, therefore, to send another battalion of Sepoys to the
“ Southward, the better to enable the Rajah of Tanjore to collect in
“ his revenues, if this measure proves agreeable to him.”

To Captain Mackenzie, of the Sixth Battalion of Sepoys.

“ S I R,

“ Y O U are hereby directed to proceed to Mayavaram with the
“ battalion under your command ; leaving at Panpanusum and Cam-
“ bagonum, as you pass, such part of your battalion as the managers
“ for the Rajah's affairs, Kistna Roy and Bapewaa, who accompany
“ you, may desire, to protect the affairs of Revenue.

I am, S I R,

Tanjore,
13th April, 1776.

Your most obedient Servant,
P I G O T.”

Form

Form of an Order from Captain Mackenzie, to his Officers on Detachment.

“ SIR,

“ IN consequence of the Orders I have received from the Right Honourable Lord Pigot, you will proceed to ———, where you are to protect the Officers of the Rajah of Tanjore, in the management of Revenues. I am, SIR, &c.”

“ Whereupon the President desires the opinion of the Board, as to the propriety of those Orders, with respect to the Resolutions of Council 25th March last, and the powers vested in him by the Board, to carry the orders of the Company into execution.

“ As Mr. Mackay was against the President's having any military authority, he is in doubt whether he ought to give an opinion on any military Order given by him.

“ The Order now produced, as given by the President to Captain Mackenzie, appears to him conformable to the Resolution of the 25th March.

“ Mr. Jourdan is of opinion, that Orders given by the President are conformable to the Resolutions of Council 25th March.

“ As Mr. Palmer conceives the question before the Board to relate to the Orders given to Captain Mackenzie, he thinks them quite consonant to the Resolutions of the Board 25th March, relative to the putting the Rajah in possession of Tanjore.

“ I think the Orders given by the President were entirely conformable to the Resolution of the Board, and to the power vested in him for the purpose of carrying the Orders of the Company into execution.

“ Mr.

“ Mr. Dalrymple thinks the Orders entirely conformable to the Resolution of Council 25th March last.

“ Mr. Ruffel is of the same opinion.

“ Mr. Brooke is of the same opinion.

“ Mr. Dawson is of the same opinion.

“ Sir Robert Fletcher. I think the Orders not conformable to the Resolution of the Board. I think they would have been conformable to that Resolution, if Lord Pigot had given his Orders through Colonel Harper, and not immediately to Captain Mackenzie.

“ Mr. Stratton is of the opinion, the Orders given by the President are conformable to the Resolution of Council the 25th March.

“ *Resolved*, That the above Orders, given by the President, are conformable to the Resolutions of Council the 25th March last, and the Powers vested in him by the Board, to carry the Orders of the Company into execution.

“ *Ordered*, That the Secretary do furnish Mr. Benfield with a Copy of the Orders given by the President to Captain Mackenzie, and the form of an Order from him (Captain Mackenzie) to his Officers on detachment; and at the same time, that Mr. Benfield be informed, if his people can point out any Officer or Sepoy who has acted improperly, and he will represent the particulars of such behaviour to the Board, the necessary enquiry shall be made into their conduct.

“ The President then moves the following question:

“ That the Rajah of Tanjore being in full possession of this country, by the Company's express Orders, it is the opinion of the Board, That it is not in their power to comply with Mr. Benfield's requests in any respect: those claims on individuals, which bear the appear-

“ ance of having no connections with Government, not being suf-
“ ficiently explained to enable the Board to form an opinion thereon,
“ and the assignment of the Nabob not being admissible.

“ Mr. Mackay thinks it is in the power of the Board to comply with
“ Mr. Benfield's request in some respects, and will deliver in his reasons
“ for thinking so at the next Consultation.

“ Mr. Jourdan is against the Question, and will give his reasons in
“ writing at the next Consultation.

“ Mr. Palmer is against the Question, and will give in his reasons
“ at the next Consultation.

“ Mr. Stone for the Question.

“ Mr. Dalrymple for the Question.

“ Mr. Russell for the Question.

“ Mr. Brooke for the Question.

“ Mr. Dawson for the Question.

“ Sir Robert Fletcher against the Question, and will deliver in his
“ reasons at the next Consultation.

“ Mr. Stratton against the Question, and will deliver in his reasons
“ at the next Council.

“ The President for the Question ; and with this stronger addition,
“ that he thinks Mr. Benfield has broke through the standing Orders
“ of the Company in many instances, by his interferences with the
“ Country Governments, as appears by the following Extracts from
“ the standing Orders of the Company :

Extract of the Honourable Court's Letter, dated 27th October, 1714.

“ WE very well like the Injunctions mentioned in the 77th Para-
“ graph of your Letter, by the London, to all our people, that none

“ of them have any dealings with the Country Government in Money
 “ Matters ; and earnestly desire, this may be frequently repeated to
 “ all places, as our standing, irreversibile Order, never to be broken on
 “ any occasion, &c.

“ Carried in the Affirmative, Six to Five.”

And your Committee find, That on the 3d day of June, 1776,
 Dissents were entered by several Members of Council to the Resolution
 concerning the Claims of Mr. Benfield.

Fol. 190 to
 196.
 Mr. Mac-
 kay's Dis-
 sent.

“ I put my negative on the Question proposed by the President at
 “ the last Consultation ;

“ Because I am of opinion, that the Nabob has a right to the Go-
 “ vernment share of the crop in the Tanjore country for the year
 “ Phazulty ; that is, the crop sown in 1775, and reaped in the be-
 “ ginning of 1776 ; all the advances for the cultivation having been
 “ made by him, and the country having been in his possession until
 “ the greatest part, if not the whole, of the crop was cut down ; and
 “ therefore all assignments or orders given by the Nabob on the Tan-
 “ jore country, as far as his share of this crop would pay, ought to
 “ stand good. On this particular the Court of Directors could not
 “ give any precise Orders, not probably being acquainted with the
 “ time of cultivation, or the time of harvest ; and the Orders they
 “ have given would, in my opinion, as well warrant the seizing any
 “ other property the Nabob might have in the Tanjore country, as
 “ seizing his share of the crop. Still less can their Orders mean, that
 “ individuals and British subjects, living under the protection of the
 “ Company, should be deprived of their property in that country, by
 “ its being taken from the Nabob, and given to the Rajah.

“ Because Mr. Benfield's Claims on the inhabitants of the Tanjore
 “ country, and for grain for the last year, which was taken from his
 “ people,

“ people, were sufficiently explained, to have induced the Board to
 “ give him such a Letter to the Rajah as he required.

“ Because Mr. Benfield's loans to the Nabob, and the inhabitants
 “ of the Tanjore country through the Nabob, do not appear to me to
 “ be contrary to the Orders of the Court of Directors, which I have
 “ seen ; for I do not allow the Orders of 1710 and 1712, quoted by
 “ the President, to be in force now. Times and circumstances are so
 “ totally changed, that what might be proper then, may not be so at
 “ this time ; and Mr. Benfield's loans, as far as appears to me, are
 “ conformable to the late Act of Parliament, sent out for our guidance,
 “ in lending of money in the country at the legal interest of 12 *per*
 “ *cent.* is so far from being an injury to the Company or the natives,
 “ that I am well convinced it is an advantage to both, particularly to
 “ the latter ; nor can I consider Europeans lending money in this
 “ manner any way interfering with the Country Government.”

“ Mr. Palmer concurring in opinion with Mr. Mackay, subscribes
 “ to his Dissent.”

Mr. Pal-
mer's Dis-
sent.

“ I dissent from the Resolution of Council of 29th May, touching
 “ Mr. Benfield's Claims, for the following reasons :

Mr. Jour-
dan's Dis-
sent.

“ That the Nabob having, by the British arms, been put into, and
 “ having had full possession of the Tanjore country, had, as the Lord
 “ or Phouzdar of it, an undoubted right to dispose of the revenues,
 “ and, of course, to mortgage the crops upon the ground, or give
 “ Orders upon them ; and I am informed, that mortgages of this kind
 “ are frequent in the country : That the transactions on which Mr.
 “ Benfield's Claims are made, have every appearance of right. The
 “ bonds are for money advanced to the Nabob on the securities of
 “ countries,

“ countries, and the sums are certified to have been received. It hath
 “ been said, that loans to the Nabob are contrary to the Orders of the
 “ Company; but I know not of any such. Orders of 1710 and 1712,
 “ quoted by the President, cannot, in my opinion, be considered in
 “ point; the situation of the Company's affairs having so materially
 “ changed since the time those Orders were framed, and the Company
 “ having, by their assistance to the creditors of the Nabob, given
 “ sanction to such loans. Besides, Mr. Benfield's having paid the
 “ Dutch a sum of money for the account of the Nabob, was public,
 “ and the Company have not expressed displeasure at it. I always
 “ thought, and still do, that it is an usurious rate of interest, and not
 “ the persons the loans are made to, which caused the limitations in
 “ the Act of Parliament.

“ On the principles of the Nabob's right to the crop, and Mr. Ben-
 “ field's Claims being justly founded, and not collusive, I think the
 “ Orders and Assignments mentioned in the three first articles admis-
 “ sible; and that this Government ought to inform the Rajah thereof,
 “ and to interest itself in obtaining satisfaction for Mr. Benfield.

“ The claim on the inhabitants for cash advanced by Mr. Benfield,
 “ through Umree-ul-Omrah, the Deputy, appears to me so justly due
 “ from the inhabitants, that I am of opinion, that a Letter ought to
 “ be given to him, recommending it to the Rajah to see justice done
 “ to him, in recovering such debts as may be proposed to him to be
 “ justly due.

“ The seizure of the grain of a crop, carries with it an extraordi-
 “ nary appearance; for there could not, in my opinion, be the least
 “ colour or pretence for it. The Board ought, I think, to interest
 “ themselves particularly for the restitution of this, as well as for the
 “ recovery of the debts due from the inhabitants.

“ I cannot

" I cannot conclude, without expressing, that I think, as the President judged he had not authority to give Mr. Benfield any assistance, he ought, after the information he had received from Mr. Benfield, to have represented all these circumstances to the Rajah; that he would, on his return, lay the claim before the Board for their determination, which I do not recollect that he appears to have done."

" I gave my negative, at the last Consultation, to the President's Question upon Mr. Benfield's Claims:

Sir Robert
Fletcher's
Dissent.

" Because, it appears to me that Mr. Benfield's application is *admissible*; and whether the obstructions Mr. Benfield meets with, arise from acts committed by the authority of this Government, or by the authority of the Rajah after his restoration, I think he has a claim upon us; I think he has a right to our support in the former, and in the latter has reason to expect all the assistance our influence can give him.

" In the latter case, I think we should explain to the Rajah the universal law of nations, by which it is implied, that the individual is still to be protected in his rights, though the hands of Government are changed; and in the former case, I do not think we are authorised, by any construction of the Company's Orders, to put the Rajah in possession of the property in question; on the contrary, I imagine that the part the Company have taken, in changing the Government of the Tanjore country, would make them anxious that the arrangements should take place, without obstruction or impediment to the rights of individuals.

" The Company have ever been *attentive* to those rights, where the Government has been changed under their influence; and that attention

“ tention ought, in the present business, I think, to have the weight
 “ of authority with us.

“ By a late decision in our high Courts of Justice at home, the Ar-
 “ menians have recovered damages of Mr. Verelst, for the loss of pro-
 “ perty they sustained, by his influence, in Sujah-ul-Dowlah's coun-
 “ try; and if his *influence* was deemed *illegal*, I cannot believe that
 “ the Company will support us in voting Mr. Benfield's Claims to be
 “ *inadmissible*.

“ The loans advanced by Mr. Benfield, on the crops of the Tanjore
 “ country, I understand to be money actually paid for property pur-
 “ chased; which is the same thing as if the Nabob had assigned to him
 “ manufactures in the warehouse, and some in the loom; and upon
 “ what principle such property can be seized, or transferred with the
 “ dominion of the country, I confess myself at a loss to conceive. The
 “ utmost extent of the Company's Orders, was to restore the Rajah to
 “ his Government.

“ We had information from the Nabob, that, when he was put in
 “ possession of that Government, he was much incumbered with debts,
 “ which the Rajah owed to the Dutch, the Danes, and others; that
 “ the discharge of them, and the ransom money, had loaded him with
 “ debts; and that he had been obliged to mortgage and assign the re-
 “ venues of the Tanjore, and his other countries, to raise the necessary
 “ sums; besides, that the arrears of his troops, stationed in the Tan-
 “ jore country for his protection, were likewise ordered upon it by
 “ special assignments.

“ A Country Government in India, that is only a year's revenue in
 “ anticipation, or debt, may be said to be in easy circumstances; and
 “ whether the Company may not think that we should have consulted
 “ with

“ with the Rajah, to know his sense of receiving his Government
 “ under such circumstances, before we proceed to shut out the Claims
 “ upon his country, a future period will shew. The Company, I
 “ think, could never mean to establish the Rajah’s Government upon
 “ the ruin of individuals entitled to their protection, whether natives
 “ or British subjects.

“ The Company’s Orders in the days of Queen Anne, quoted by
 “ the President, forbidding their servants to lend money, are entirely
 “ null and void, as if they never had existed. The late public statute
 “ expresses no limitation but the rate of interest; of course it gives a
 “ general right to lend at that interest: that statute, more effectually
 “ than the Company’s Orders, prevents the evils they were intended to
 “ remedy; and if we commit offences which come within the statute,
 “ either by improper loans, or the acceptance of presents, the legal
 “ course of trial is in the Mayor’s Court.

“ Having heretofore dissented from the President’s being employed
 “ on the Tanjore business, without defined and limited instructions
 “ from the Board; and having, previous to his Lordship’s departure
 “ to Tanjore, mentioned in Council the matter of private property in
 “ the Tanjore country, I think it my duty to declare, as a Member of
 “ this Government, that I am in no manner accessory to the mea-
 “ sure, either of obstructing or superseding the Claims of any private
 “ property whatsoever in the Tanjore country; and that therefore I
 “ stand legally acquitted of all consequences that the Company or their
 “ agents may be subjected to by the measure.”

“ I was against the Question before the Board the 29th of May; be-
 “ cause that in some respects the President and Council have it in their
 “ power to comply with Mr. Benfield’s requests; for I think we may
 “ afford

Mr. Strat-
 ton’s Dis-
 sent.

“ afford him our good offices with the Rajah of Tanjore, without any
 “ injury to him, in recovering from the inhabitants of that country
 “ the Claims mentioned by Mr. Benfield in the 3d and 4th articles of
 “ his Letter, dated the 29th of May, which he declares to be just and
 “ well known to the Dobbeer, the present Manager, most of them be-
 “ ing duly registered in the Cutcherry of Tanjore; and as I conclude
 “ the Rajah is by this time well acquainted with the nature of these
 “ Claims, I doubt not but he would, on an application, afford Mr. Ben-
 “ field's people every assistance in his power in the recovery of them
 “ from the inhabitants, should they on examination prove just.

“ The first article mentioned by Mr. Benfield is a mortgage, granted
 “ to him by the Nabob on the present crop, which, in my opinion, the
 “ Nabob is entitled to, by his having advanced very considerable sums
 “ of money to the inhabitants for the cultivation thereof; and, agree-
 “ able to a custom observed all over India, did, in consequence, mort-
 “ gage the Government share of certain lands for the payment of the
 “ sums he received from Mr. Benfield.”

197. And your Committee find, That a motion was made and agreed to
 the same day, without any objection whatever, for re-considering the
 proceedings of Council, where it had been resolved, that the Board
 could not comply with Mr. Benfield's requests; and that Mr. Benfield
 again addressed the Board as follows; viz.

“ My LORD, and GENTLEMEN,

98. “ AS I understand that it has been matter of surprise to some,
 “ that my Claims on the Tanjore country had not been represented to
 “ your Board before the departure of Lord Pigot for Tanjore, I beg
 “ leave to remind you, that, in my letter of the 28th *ultimo*, I ac-
 “ quainted you, that, previous to the last Consultation before his

“ Lordship’s departure for Tanjore, I represented to him the nature
 “ of my Property and Claims in the Tanjore country. His Lordship
 “ was at that time, as I understood, charged with your Commission to
 “ settle the Tanjore Business. Had his Lordship considered the repre-
 “ sentation I made to him, a matter of importance for the consider-
 “ ation of the Board, I might naturally conclude he would have
 “ reported it; and had I not received such satisfaction, in words, from
 “ his Lordship, as induced me to believe the representation I had
 “ made to him sufficient, I should myself have acquainted the Board
 “ of my Claims at that Consultation.

“ His Lordship acquainted me, That he could have no wish or desire
 “ to deliver over the property of his fellow-subject to a Gentoo, a
 “ Pagan; and that if I sent a person with him to represent on the
 “ spot, what was my property, it was enough. I replied to his Lord-
 “ ship, That if it was agreeable to him, I would myself attend for that
 “ purpose. He desired I would do so.

“ Your Lordship, &c. will then judge of my surprise at receiving
 “ such a Letter as his Lordship wrote to me at Tanjore, the 13th of
 “ April last, in answer to my Address to him on the very matter which
 “ had carried me to Tanjore. On taking my leave of his Lordship the
 “ next morning, I acquainted him, That, had he been as explicit when
 “ I applied to him at Madras, it would have been totally unnecessary
 “ for me to have attended him at Tanjore.

“ After the former change of Government at Tanjore, I believe the
 “ Nabob discharged every Claim made on account of that country
 “ to the Dutch, to the Danes, to the English, and to the Natives;
 “ and had applications of the nature of mine been made to you by the
 “ French, the Danes, or the Dutch, I do not suppose they could have
 “ been altogether neglected. I hope then your Lordship, &c. will

H

“ duly

“ duly consider my several representations, and afford me your assistance and support, in getting restored to me what was my property there when the late change took place, which had chiefly been secured to me by mortgages, &c. according to the custom of the country.

“ It is an invariable rule throughout the whole country, that grain growing on the ground becomes property from the day it is planted; and is every where delivered over, and received as such, and held by the Soucars to be good and sufficient security.

“ I am with respect,

“ My LORD, and GENTLEMEN,

“ Your very devoted, and

Fort St. George,
30 June, 1776.

“ Obedient humble servant,

“ PAUL BENFIELD.”

And your Committee find it ordered, That the said Letter should lie upon the table; and, the 5th of June, the following Letter was wrote to Mr. Benfield:

“ S I R,

Fol. 203.

“ I am directed by the Right Honourable the President and Council, to furnish you with the accompanying Copy of an Order from Lord Pigot to Captain Mackenzie, and of the form of an Order given to Captain Mackenzie for his Officers on detachment; and further, I am directed to acquaint you, that if your people can point out any Officer or Sepoy, who has acted improperly, and you will represent the particulars of such behaviour to the Board, the necessary enquiry will be made into their conduct.

“ I am, S I R,

Fort St. George,
6th June, 1776.

“ Your most obedient servant,

“ R. J. SULLIVAN.”

And

And your Committee find, That, on the 13th of June, 1776, the Resolution, that it was not in the power of the Board to comply with Mr. Benfield's Claims, was rescinded. Fol. 233.

And that, on the 14th of June, the Governor moved, That all the Claims of Mr. Benfield were private, and not public concerns; but another Member of Council being, by previous notice, in possession of the Board, and of opinion, that his own motion should precede that of the Governor, it was so agreed by the Board. 234.

It was then moved, " That it is the opinion of the Board, that the Nabob had a right to the Government share of the crop in the Tanjore country, the produce of grain sown during the time it was in his possession; and that any mortgages he may have given on the same are good." 236.

And upon this question the President moved the previous question; which being negatived, the main question was then put, and carried in the affirmative.

And it was then moved, " That a Letter be written to the Rajah of Tanjore, to inform him of the above Resolution of the Board, and to recommend to him to give Mr. Benfield all reasonable assistance in recovering such debts as appear to be justly due to him from the inhabitants, as well as to restore to him the grain of last year, which was in the possession of his people, and said to be forcibly taken from them." 245.

Whereupon, as an amendment to the question, it was moved by the Governor, " That a Letter be wrote to the Nabob, to inform him of the above Resolution of the Board, and to recommend to him to send the several Amuldars and Officers with their accounts into the Tanjore country, that the Dobbeer may be enabled to lay before us a true state of the Nabob's rights to the Government share of the crop in the Tanjore country, the produce of grain sown during the time

“ it was in his possession, that we may form an opinion how far the
“ mortgages or orders he may have given are good.”

Fol. 247. And after a short debate, the former motion was carried in the affirmative, without the amendment.

It was then moved, “ That it be further recommended to the
“ Rajah, to account with Mr. Benfield for the Government share of
“ the grain in the districts assigned to him by the Nabob, and said to be
“ forcibly taken from his people.”

And the motion was carried in the affirmative.

249. And the President's question was then put, That “ all the Claims
“ of Mr. Benfield are priate, and not public concerns.”

And your Committee find the following Opinions given on that occasion :

“ Mr. Mackay is of opinion, That the Claims, so far as they regard
“ Mr. Benfield, are private ; but so far as they regard the Nabob's
“ assignments to Mr. Benfield, they are public.”

“ Mr. Jourdan is of the same opinion with Mr. Mackay.”

“ Mr. Palmer is of the same opinion with Mr. Mackay.”

“ Mr. Stone is of opinion, they are of a private nature.”

“ Mr. Floyer is of opinion, That Mr. Benfield's Claims were un-
“ doubtedly of a private nature ; but from intervening causes, are now
“ become a matter worthy of public consideration.”

“ Mr. Dalrymple is of opinion, they are private concerns.”

“ Mr. Russell is of opinion, they are private concerns.”

“ Mr. Brooke is of opinion, That Mr. Benfield's concerns, considered
“ simply, were originally of a private nature ; but, by the change of
“ Government in the Tanjore country, and the Nabob's acknowledge-
“ ment of the assignments to Mr. Benfield to this Board, they are now
“ become a public object of consideration of the Board.”

“ Mr. Dawson is of opinion, they are of a private nature.”

“ Sir Robert Fletcher thinks them private Claims, so blended with
“ the

“ the affairs of the Nabob's Government, and consequently so connected with the interest of the Company, that they become in some measure Claims of a public nature.”

“ Mr. Stratton is of opinion, That the Claims, so far as they relate to Mr. Benfield, are of a private, but so far as they regard the Nabob, that they are of a public nature.”

“ The President is of opinion, they are of a private nature.”

“ And the President acquaints the Board, That he intended to have followed the above motion with a recommendation, that this matter might have been referred to the Court of Directors, expressed in the motion which he now desires may be recorded as one he intended to have made :

Vol. v.
fol. 250.

“ That it appears to this Board, That Mr. Benfield's transactions with the Country Government, are contrary to the express Orders of the Company; and that any interference therein may raise apprehensions in the Rajah of Tanjore, and tend to involve the Company's affairs on this coast; for which reason it is resolved, that this matter be referred to the Honourable the Court of Directors.”

251.

And your Committee find a Minute entered by the Majority, on Consultation the 17th of June, 1776, of which the following is an Extract:

“ When Mr. Benfield's Claims were considered on the 29th May last, it was carried by a Majority against the Claimant; but on the 14th instant, it was reconsidered; and it has been resolved, That a Letter shall be written to the Rajah, explaining to him the Board's opinion, that the Government's share of the crop is the property of the Nabob; and that they recommend to him to restore to Mr. Benfield the grain that hath been said to have been forcibly taken from his people, and to see that justice be done to him by the inhabitants.”

I

It

It has been urged, That the adjudging of that crop to be the Nabob's, is improper, because Mr. Benfield's Claims were not warranted by the Company's Orders; that they were of a private nature; and that of course the Company were not obliged to assist him in the recovery of them; and that such interference of this Government might alienate the mind of the Rajah, and irritate the Marattas, &c.

To these we reply, That it was necessary to determine whether the Nabob has a right to the crop on the ground; for this was tracing it to its source. If the Nabob had no right, it was evident that the Claims on that were ill founded: if he had a right, it became incumbent on the Board to take them into consideration. The possession of the country gave to the Nabob an undoubted right to the revenue, from the day of the capture until its restitution. The crop was sowed during that time; and had it not been for the defection of the inhabitants, it would, before the time of restitution, have been divided.

Governments do frequently, in this country, mortgage the crop as soon as it is sown, and such mortgages are always deemed valid. Besides, we think this right comes within the Company's Orders by the Grenville. The Loan made by Mr. Benfield may be contrary to the Orders of the Board of 1769; but these had been deemed of so little force, that the Government saw them daily broken through without remark.

The Company's Orders to the Select Committee of the 10th April, 1771, which were not before communicated to the Board, arose on complaints from the Nabob against Colonel Wood, and other Officers in his garrisons, for lending money at an exorbitant interest to his people, without his knowledge, and for seizing his crops on the ground before his revenues were collected; as will appear from the very paragraph quoted by Mr. Dalrymple, the explanatory part of which he has thought proper not to introduce in his Minute. It is the 14th paragraph,

graph, and begins thus: " We wave entirely at present the consideration of the consequences which might naturally be expected to follow, should a compliance with the Nabob's request to withdraw the Company's troops from his Forts, take place, because we are not at all disposed to make the experiment; but in order to convince the Nabob, that our troops shall not in the least interfere with his revenues, we direct, &c." From hence it appears to us, that these Orders were intended to restrain the Officers and Civil Servants in the Nabob's garrisons in lending money in the manner complained of by the Nabob, and which appears to us in no respect similar to the Loans made by Mr. Benfield.

It is well known that the Company have often interested themselves for the European creditors of the Nabob; that they directed the Board to endeavour to put Colonel Wood on the same footing with the other creditors; and that, in the instance of Messrs Charles Smith and Monckton, their disapprobation appears *chiefly against* the high rate of interest.

" Mr. Benfield, jointly with a Soucar, in 1773, became security to the Dutch for a sum of 484,545 pagodas, mentioned by the Nabob in his treaty with them, which was laid before the Board, and the President made the following Minute on the occasion: That the Nabob had informed him, ' That in the course of the negociation, he had requested the assistance of Mr. Benfield in raising money to comply with the demands of the Dutch; and that the President has reason to believe, that unless Mr. Benfield had exerted himself in this business, it would not have been in the Nabob's power to have accommodated matters so soon with the Dutch.' And as the Dutch refused to deliver up the country in their possession, and as the forcing of them might have been attended with national inconveniencies, the Loans made by Mr. Benfield on that occasion appear to have been of great service, both to the Company and to the Nabob, and to have been with the approbation of the Board;

“ Board ; and the silence of the Court of Directors thereupon implies
“ their approbation.

“ How could we then, after the consideration of these circumstances,
“ with any propriety admit, that these *Loans were contrary to the Orders*
“ *of the Board and of the Company* ? Besides, the late Act of Parlia-
“ ment restrains only the rate of interest, and does not except to the
“ condition of the borrower. We will, on this subject, add, that we
“ think such Loans are not a prejudice, but an advantage to the
“ Nabob's Government ; it is supplying him with money at a less rate
“ than the Natives will do ; and as all Governments at times require
“ money, the greater the number of lenders, the more readily will the
“ sums requisite be raised. It has been said, that the Claims were of
“ a private nature ; and so it must be confessed they originally were ;
“ and in their original state the Government might interest itself in
“ the recovery of them or not, as might have been judged proper ;
“ but the late change altered the case, by the manner in which the
“ President delivered the country to the Rajah, without informing him
“ of the claims upon it ; which he, the President, had been made
“ acquainted with, as set forth by Mr. Benfield, and they therefore
“ become matter of a public nature.

“ It is now resolved, That the Nabob had a right to the crop ;
“ and that the Claimant shall be recommended for the recovery of his
“ property. We will add, we always considered that the matter was
“ not, whether Mr. Benfield had broken the Company's Orders ; but
“ whether Mr. Benfield having been dispossessed of his property by
“ the late change, his claims should be recommended to the Rajah ?
“ It appeared to us, that he had a right to dispose of it ; that he had
“ disposed of part to Mr. Benfield ; and that the Rajah on the late
“ change got possession of it ; which were our reasons for giving this
“ opinion.”

“ As

“ As alarms and apprehensions have been thrown out, *that dangerous consequences may ensue from this step; we say, we mean not to do more than recommend to the Rajah to see that justice be done, leaving the manner and time to himself; and we have not an idea, that this Government ought to go further without orders from our Superiors.*

“ It has been said, that charging the Tanjore country with a sum, no less than 30 lacks of pagodas, will greatly impoverish it. We never meant that the Rajah or Country should be accountable for more than the Government share of the crop, whatever that might be; and from the President's report of the Dobbeer's information, *it was only about 3 lacks of pagodas.* We believe that the Dobbeer can furnish this Board with every account that respects the Tanjore country; for he was the principal manager when it was in the Nabob's possession, and he is continued as such by the Rajah since the country has been given up to him; and though the Nabob's people may have taken away the Persian accounts, yet there are Gentoo's Cadjans constantly kept in the several villages, which we understand are not removed, and may be referred to by the Amuldars, most of whom are continued in the several soubahs or districts.

“ We are confident, that the evils which would have fallen on the Company would have been very great. had the Nabob's right been denied, and his assignments deemed inadmissible: it was by the Company's positive commands that the change of Government took place; and by the manner in which those Orders have been executed, an individual has been dispossessed of his property. Suits at Law for very considerable sums might have ensued; where they would have fallen, we are not competent in the law to determine; whether on the Company, this Board, or individual members; but of this we are clear, that a British subject ought not to be dispossessed of his property but by a due course of law. The Company have declared that they

“ will not support their Servants in acts that are illegal ; and we believe
 “ they would be displeased by being embarrassed with suits at law in
 “ the Courts of England, especially when the matter in dispute may be
 “ settled here agreeably to the rules of justice, and the established
 “ custom of the country. If the Nabob’s right to the revenues had
 “ been denied, those revenues must have fallen to the share of the
 “ Rajah ; who, by the same rule of reasoning, would have been autho-
 “ rised to call upon the Nabob to refund all that he had received ;
 “ which would have entailed on the Company inextricable difficulties,
 “ and created discord between the Nabob and the Rajah.”

And your Committee find, That, on the 25th of June, the Right Honourable the President wrote a Letter to the Nabob, of which the following is an Extract :

300. “ On the 14th of June it was resolved, That it was the opinion
 “ of the Board, that the Nabob had a right to the Government share of
 “ the crop in the Tanjore country, the produce of grain sown during
 “ the time it was in his possession ; and that any mortgages he may
 “ have given on the same are good.”

And your Committee find several observations, entered on Consultation the 1st of July, among which are the following on the subject in question :

Extracts of Mr. Dalrymple’s Observations on the Minutes and Dissents of the Majority.

311. “ IN addition to what is said, paragraph 24 of Minute 10th June,
 “ it may be observed, that without a full exposition of the nature and
 “ dates of the various Orders, it is highly improper at any rate to inter-
 “ fere in Mr. Benfield’s behalf, as *that influence* may be exerted to the
 “ injury of other Claimants, who may have a right of preference, and
 “ certainly have at least an equal right to share.

" I suppose, by *loans advanced*, is meant the money lent by Mr. Benfield to the Nabob ; but, as before observed, these loans were not on the *crops*, but on *bond*, and the assignment of the crops a subsequent transaction. The position being erroneous, it will be unnecessary to examine the inferences."

" That the orders in *Queen Anne's days* are still in force, and have been frequently confirmed, seems clearly proven by the extracts added to my Minute 10th June. The late Act of Parliament, so far from *superfeding*, confirms all former regulations not expressly revoked." 313.

" No one ever dreamt, that adjudging the crop to be the *Nabob's* was improper, because Mr. Benfield's *Claims* were not warranted by the Company's Orders. But it was *improper*, because the Nabob ought to have complied with the Company's Orders by the Grenville ; and if he had done so, the Rajah would have been in full possession before any crop was reaped ; and by the Dobbeer's Memorandum it appears, that the enormities of the Nabob's Tankadars drove the inhabitants from their homes, to the general detriment of the Country." 314.

" The Company's lenity and indulgence cannot fairly be considered as a revocation of their Orders. I have already observed, that the Company's passing over, without reproof, Mr. Benfield's connexion with the Country Government concerning the Dutch bills, was not, in my opinion, an approbation of his conduct. The Company may undoubtedly pass over without punishment a breach of their Orders, from various motives ; and Mr. Benfield's Letter of 3d September, 1773, avowing his obedience to their Orders, might operate with the Company in his behalf. In regard to the President (Mr. Wynch's) Minute on that occasion, quoted by the Majority, I must beg leave to say, that I have been told it was introduced by way of exculpation, in consequence of some Members of the Board having 315.

“ taken notice, that Mr. Benfield’s name there had an odd appearance.”

“ Although the late Act of Parliament expressly restrains the rate of interest only, and does not except the condition of the borrower ; the Act does not supersede the Orders and Regulations of the Company ; but, on the contrary, it *generally* confirms such as are not specially set aside.”

318. And your Committee find, That, on the 8th of July, the Right Honourable the Governor declared, *that he had given his consent to the reconsideration of the Resolution, concerning the Claims of the Nabob and Mr. Benfield on the Tanjore country, because private property was then concerned.*

And, on the 10th of July 1776, your Committee find the following Letter was wrote to Mr. Benfield :

333.

“ S I R,

“ I am directed by the Right Honourable the President and Council, to request you will, without loss of time, give them every information that may have come to your knowledge, relative to the accounts of the Tanjore country, on the restoration of the Rajah.

“ I am, S I R,

Fort St. George,

“ Your most obedient Servant,

10th July, 1776.

“ R. J. SULLIVAN, Secretary.”

To which Mr. Benfield returned the following Answer, three days afterwards, viz. the 12th of July :

“ My LORD, and GENTLEMEN,

339.

“ IN answer to the Letter I have received from your Secretary of the 10th instant, I take leave to address you the following :

“ By

“ By the Circar are kept in the Tanjore provinces: First, the Sum-
 “ perdee accounts in Malabar on Cadjan; those are taken by Sumper-
 “ dee Officers residing in the Villages or Mangans; those accounts are
 “ duplicates or counterparts of the Naut Canuck, or the accounts of the
 “ public Officers of the Villages and Mangans; the Sumperdee Officers
 “ of the Villages and Mangans transmit their accounts to their supe-
 “ rior Sumperdees, residing at their Cutcherries of the Amuldars and
 “ Aumeens in the different Subahs, who transmit their statements to
 “ the head Sumperdee at the General Cutcherry, at Cumbaconum.
 “ Secondly, the Moojundar accounts in Maratta, on paper: these are
 “ taken by Moojundar Officers residing at the Cutcherry of the Amuldars
 “ and Aumeens, in the different Subahs, from the Sumperdee accounts
 “ there; those accounts are transmitted, in the same manner as the
 “ Sumperdee accounts, to the head Moojundar at the General Cutcherry
 “ at Combaconum. Thirdly, the Duffer accounts at the General Cut-
 “ cherry at Combaconum, in Persian and Maratta. Those are the
 “ general statements of receipts, disbursements, and all transactions for
 “ the whole province, under the Chief Manager of the country.

“ On the part of the people are kept, by public Officers appointed by
 “ the inhabitants in every Village and Mangan, the accounts called
 “ Naut Canuck, in Malabar on Cadjan; those are originals of the
 “ Sumperdee accounts. They further contain the accounts of the
 “ privileges, &c. of every individual inhabitant, and all transactions in
 “ the Villages and Mangans. The Naut Canuck are always considered
 “ as the records of the country, and are preserved as such; they are
 “ referred to both by the Circar and the people of the country, when
 “ either hath occasion.

“ When the Dobbeer moved a short time before the Rajah was re-
 “ stored, he took with him the accounts belonging to his Cutcherry;
 “ the Aumeens of the different Subahs moved part of the accounts of
 “ their respective Cutcherries; the Sumperdee Officers continued with
 “ their

“ their accounts at the Villages and Mangans ; and the Naut Canuck
“ remain undisturbed in their places as usual.

“ This information I am able to give your Lordship, &c. from my
“ own knowledge, and from my people who resided in every part of
“ the country, as I had revenues to collect throughout the Province.

“ I am, with respect,

“ My LORD, and GENTLEMEN,

Madras,

“ Your obedient humble Servant,

12th July, 1776.

“ PAUL BENFIELD.”

357. “ And your Committee find, That on the 20th day of August, 1776,
the Right Honourable the President laid before the Board the following
Draught of a Letter to the Rajah of Tanjore, which was read and
approved :

To the Rajah of Tanjore.

358. “ Mr. BENFIELD having, in the inclosed papers, represented,
“ that a large quantity of grain, the produce of last year's crop, had
“ been seized in the Tanjore country, and that he has many debts due
“ to him from the inhabitants in various parts ; it is recommended to
“ you, to give all reasonable assistance in recovering such debts as ap-
“ pear to be justly due to him from the inhabitants, as well as to re-
“ store him the grain of last year, which was in the possession of his
“ people, and said to be forcibly taken from them.

“ I enclose you a copy of the Act of Parliament, and particularly re-
“ fer you to the paragraph marked *, by which you will see what is
“ considered as just claims.

“ It has also been judged by a Majority of the Council, that it was
“ the Company's intention to let the Nabob have the produce of the
“ crop which had been sown during the time the Tanjore country was in
“ his

“ his possession ; but have no intention that you or the country should
“ be accountable for more than the Government share of the crop,
“ whatever that might be.

“ They do not mean to do more than recommend to you to see justice
“ done, leaving the *manner* and *time* to *yourself*.

“ They desire me further to acquaint you, that notwithstanding their
“ opinion on the above circumstances, that you may rest assured of the
“ same friendship and protection from the Company, as the Nabob or
“ any of their friends.

“ If you have any thing you would wish me to represent to the
“ Company on this subject, I desire you will please to do it as speedily
“ as you can, as a ship will sail to England in a few days.

“ Orders shall be given for the immediate payment of the money
“ due for the Paddy, which has been delivered, as well for what has
“ been received at Vellum, as what has been shipped for this place,
“ or sold by the Company to the Southward. You will please there-
“ fore to order a particular account to be drawn out, and the amount
“ shall be paid to your Vackeel.

“ Application has been made to the Nabob respecting the ground,
“ &c. necessary for repairing the bank, and we expect an answer
“ very soon.

“ I have the honour to be, SIR,

“ Your most obedient and

Fort St. George,
20th August 1776.

“ most humble Servant,
“ PIGOT.”

And your Committee do not find any further proceedings concern-
ing the Claims of Mr. Benfield, during the Government of the Right
Honourable Lord Pigot.

And

And your Committee find, That however warmly the subject of Mr. Benfield's Claims might have been agitated in Council, it was finally closed without the smallest symptom of intemperate warmth. When the motion was made for reconsidering the first decision, it was agreed to without any objection whatever; and the Right Honourable the President afterwards declared, that he gave his consent for such reconsideration, because it had respect to matters of property; and when the former Resolution was rescinded, his Lordship, as became his station, took the proper steps for carrying into execution the Resolution of the Majority, by preparing Draughts of such Letters to the Nabob, and to the Rajah of Tanjore, as the final decision of the Council rendered necessary; which Letters being entirely satisfactory to the Board, received their approbation in Council, and were dispatched without debate or objection.

Report of
the Com-
mittee.

And, upon the fullest investigation, and the most mature and impartial consideration of the subject, your Committee submit it to the Court as their opinion, That the records of Fort St. George afford no proof, that the dissensions in Council, which brought on the troubles at Madras, took their rise from the Claims of Mr. Benfield.

WILLIAM DEVAYNES, Chairman,
LAURENCE SULIVAN, Deputy,
WILLIAM JAMES,
JOHN WOODHOUSE,
JOHN HARRISON,
BENJAMIN BOOTH.

Read in Court the 26th July, and
Confirmed the 2d August, 1780.

AT a Court of Directors held on Wednesday the 15th November,
1780.

On reading a Letter from Paul Benfield, Esq. dated this day, requesting to be employed in such station as shall enable him to exert his best abilities in promoting the Company's interest;

Ordered, That the said Letter be referred to the Committee of Correspondence to examine and report.

"HONOURABLE SIRs,

"As I am anxious, with all convenient speed, to return to India, permit me to request to be employed in such station as shall enable me to exert my best abilities in promoting the interest of the Honourable Company. I trust that the experience I have acquired in your affairs, a thorough knowledge of the country, its finances and resources, together with the warmest zeal for the prosperity of the Company, will be considered, by your Honourable Court, as recommendations to your favour.

"Permit me, Honourable Sirs, to return my thanks, for your liberal investigation of my case, and your candid decision thereon.

I have the Honor to be, with great respect,

HONOURABLE SIRs,

London,

Your faithful humble Servant,

November 15th, 1780.

PAUL BENFIELD."

*To the Honourable Court of Directors
of the East India Company.*

AT a Court of Directors held on Tuesday the 28th November, 1780.

The Committee of Correspondence in a report, dated this day, now read, offering it to the Court as their opinion, that Mr. Paul Benfield be permitted to return to his station at Fort St. George, without prejudice to his rank ;

Resolved, That the consideration of the said report be postponed till Wednesday the 6th December next.

“ At a Committee of Correspondence the 28th November, 1780.

“ The Committee having considered of the request of Mr. Paul Benfield, referred to them by the Court on the 15th instant, for leave to return to India, and to be employed in such station as shall enable him to exert his best abilities in promoting the Company’s interest, are of opinion that he be permitted to return to his station at Fort St. George without prejudice to his rank.”

AT a Court of Directors, held on Wednesday the 6th December, 1780.

The Court now, according to their Order of the 28th November last, taking into consideration the report from the Committee of Correspondence of that day’s date, recommending that Mr. Paul Benfield be permitted to return to his station at Fort St. George, without prejudice to his rank ;

And a debate ensuing thereupon, in the course of which the following Papers were read, viz.

Report from the Committee of Correspondence, dated the 26th July last.

I

Resolution

Resolution of the Court of Directors the 2d August, respecting Mr. Benfield.

Extract of Fort St. George Military Consultations the 6th September, 1773.

General Letter to Fort St. George, dated the 11th June, 1777, par. 28.

Extract of Fort St. George Consultations the 20th May, 1776.

It was, on a Motion,

Resolved, That the Report of the Committee of Correspondence of the 28th of November last, relating to Mr. Paul Benfield's being permitted to return to his station at Fort St. George without prejudice to his rank, be postponed until he lays before this Court, the nature and amount of his demands on the Nabob of Arcot, and other Country Powers, how such demands arose, and what interest he is to receive on the same.

Ordered, That the further consideration of this business be resumed on this day se'nnight, and that the Secretary do acquaint Mr. Benfield with the above Resolution.

" S I R,

" I am commanded by the Court of Directors of the East India Company to acquaint you, that before a decision shall be passed on your request to return to your station at Madras, without prejudice to your rank, it is required by the said Court, that you lay before them the nature and amount of your demands on the Nabob of Arcot, and other Country Powers, how such demands arose, and what interest you are to receive on the same.

I am, S I R,

Your most obedient Servant,

P. MICHELL, Secretary."

East India House,
6th December, 1780.

Paul Benfield, Esq.

AT a Court of Directors held on Thursday the 14th December, 1780.

Letter from Mr. Paul Benfield, dated the 13th instant, inclosing sundry papers in reply to the Queries contained in the Court's Resolution of the 6th instant, being read;

The Court took into further consideration the Report from the Committee of Correspondence of the 28th ultimo, and, on the question being put by the Ballot, it was

Resolved, That Mr. Paul Benfield be permitted to return to his station at Fort St. George, without prejudice to his rank.

" HONOURABLE SIRS,

" I have received your Secretary's Letter, dated the 6th instant, acquainting me, " That before a decision is passed on my Letter of the " 15th November, to your honourable Court, it is required of me to " lay before you the nature and amount of my demands on the Nabob " of Arcot, and other Country Powers; how such demands arose; and " what interest I am to receive on the same."

" Anxious on every occasion to comply with the commands of your honourable Court, I shall proceed to give explicit answers to the points contained in the Letter I had the honour to receive from your Secretary.

" With respect to " the nature and amount of my demands on the Nabob of Arcot and other Country Powers," I answer, first, that I have no money transactions whatever, with any Country Power but the Nabob.—As to " the nature of my demands, how those demands " arose, and their amount," those particulars, and the various and re-
 7
 spective

spective securities referred to, are explained in my Letters of the 28th and 29th of May 1776, to the Governor and Council of Fort St. George, and further certified by a translation of a Letter to me from his Highness the Nabob, of the 26th May 1776, copies of which I now inclose to your Honours.—As to “ the interest I am to receive on “ the same,” my express agreement with the Nabob, was for ten per cent. conformable to the regulations of the Company, and I claim no more.

I am, with great respect,

HONOURABLE SIRS,

Grosvenor Place,
13th December, 1780.

Your faithful and obedient humble Servant,

PAUL BENFIELD.”

*The Honourable Court of Directors
of the East India Company.*

“ Mr. Michell presents his compliments to Mr. Benfield, and acquaints him that the Court of Directors have this day permitted him to return to his station at Fort St. George, without prejudice to his rank on that establishment.”

East India House,
14th December, 1780.

1780

